

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (this "Amendment") is entered into as of January 15, 2021, by and between LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership ("Landlord") and KeHE Distributors, LLC, a Delaware limited liability company successor via assignment from TREE OF LIFE, LLC, a Delaware limited liability company) ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a Lease Agreement dated June 4, 2009, and that certain First Amendment thereto dated April 1, 2010, pursuant to which Landlord leased to Tenant certain premises consisting of approximately 311,928 square feet located at 860 Nestle Way, Breinigsville, PA (the "Premises"), such lease, as heretofore modified, being herein referred to as the "Lease".

### A G R E E M E N T:

NOW THEREFORE, in consideration of the Premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The Term of the Lease is extended for sixty (60) months, such that the Term shall expire on March 31, 2027 (the "First Extension Term"). All of the terms and conditions of the Lease shall remain in full force and effect during the First Extension Term except as modified by this Amendment and that the monthly Minimum Annual Rent shall be as follows:

<u>Period</u>	<u>Monthly Base Rent</u>
04/01/2022 through 03/31/2023	<u>\$171,560.40</u>
04/01/2023 through 03/31/2024	<u>\$176,278.31</u>
04/01/2024 through 03/31/2025	<u>\$181,125.96</u>
04/01/2025 through 03/31/2026	<u>\$186,106.93</u>
04/01/2026 through 03/31/2027	<u>\$191,224.87</u>

2. Notwithstanding anything contained herein to the contrary, following the commencement of the First Extension Term, Landlord and Tenant shall reconcile the actual Annual Operating Expenses for the Premises through March 31, 2022, and as provided in Section 6 of the Lease irrespective of the amendment to Section 6 as provided below.
3. Effective on April 1, 2022, (the "First Extension Term Commencement Date"), Landlord and Tenant acknowledge and agree that the Lease shall be amended as follows:

A. Section 6 of the Lease is deleted in its entirety and replaced with:

**"6. FOE: Taxes.**

(a) **FOE.** In addition to the Minimum Annual Rent, during each month of the Term, on the same date that Minimum Annual Rent is due, Tenant shall pay Landlord an amount equal to \$27,813.58 ("the Monthly FOE"), which Landlord and Tenant agree shall be reimbursement for Landlord's obligations with respect to the maintenance, repairs, and replacements as provided in Section 9 and Rider 2 of the Lease, as well as the insurance premiums incurred by Landlord as provided in Section 8 (a) of the Lease. Effective on each annual anniversary of the First Extension Term Commencement Date (or, if the first annual anniversary occurs on a date other than the first day of a calendar month, then on the first day of the immediately subsequent calendar month and on each annual anniversary date thereafter), the Monthly FOE shall be automatically increased by an amount equal to 2.40% over the Monthly FOE due and payable under this Lease immediately prior to such increase (the "Annual FOE Increase"). Landlord and Tenant agree that except for the increases in the Monthly FOE as provided above, the Monthly FOE shall not be reconciled against the actual operating expenses incurred by Landlord at any time during the Term.

(b) **Taxes.** Subject to reimbursement as provided below, Landlord shall pay all taxes, assessments, governmental charges, and fees payable to tax consultants and attorneys for consultation and contesting taxes (collectively referred to as "Taxes") that accrue against the Building or Property during the Term. Landlord may contest the amount, validity, or application of any Taxes. All capital levies or other taxes assessed or imposed upon the rents payable to Landlord under this Lease and any franchise tax, excise, use, margin, transaction, sales or privilege tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents from or the value of the Premises and/or the Property or any portion thereof shall be paid by Tenant to Landlord upon demand as additional rent; provided, however, in no event shall Tenant be liable for any net income taxes imposed on Landlord unless such net income taxes are in substitution for any Taxes payable hereunder. If any tax or excise is levied or assessed directly against Tenant, or the Premises, or results from any Alterations or Major Repairs (defined in Rider 1), or against any personal property or fixtures placed in the Premises then Tenant shall pay such tax or excise as required by the taxing authority even if levied or assessed against the Landlord.

During each month of the Term, on the same date that Minimum Annual Rent is due, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost (prorated for any fractional calendar month), as estimated by Landlord from time to time, of Tenant's Share of Taxes for the Building and Property. If Tenant's total payments of Taxes for any year are less than Tenant's Share of actual Taxes for such year, then Tenant shall pay the difference to Landlord within 30 days after demand, and if more, then Landlord shall pay such refund to Tenant. Any payment required to be paid by Landlord shall be delivered to the most recent address Tenant has provided to Landlord.

Notwithstanding anything to the contrary contained in this Lease, "Tenant's Share" of Taxes accruing pursuant to this Paragraph 6 shall be 51.34%. The parties agree that Tenant's Share of Taxes shall be reasonably adjusted by Landlord in the future to take into account changes in the physical size of the Premises, Building, or Property. The initial payment of Taxes that may be set forth herein is only an estimate, and Landlord makes no guaranty as to the accuracy of such estimate."

B. Section 9 of the Lease is deleted in its entirety and replaced with:

**"9. Maintenance and Repairs.**

(1) **Landlord's Repairs and Maintenance.** Landlord shall maintain, repair, and replace, at Landlord's expense, the Building structure (including, without limitation, footings, foundations, structural steel columns and girders), the exterior elements of the Building (including, without limitation, the roof and walls), the common areas surrounding and serving the Building whether or not such areas exclusively serve the Premises (including, without limitation, parking areas (including Tenant's Exclusive Parking Area), driveways, alleys, landscaping, detention/drainage and lighting), and the Building systems and exterior utility connections into the Building (including fire sprinkler system, all components of the heating, ventilation, and air conditioning (the "HVAC") units serving the office portion of the Premises, and any heating and/or evaporative cooler systems serving the warehouse portion of the Premises which may exist (the "Warehouse Units"), and the below slab water and sewer lines, in good working order, excluding reasonable wear and tear and uninsured damages caused by Tenant, its employees, agents, contractors, invitees, subtenant's and assignees. Notwithstanding the foregoing to the contrary, Landlord's obligation with respect to the HVAC and Warehouse Units as provided above shall expressly exclude any heating, ventilation, or air conditioning systems installed by Tenant in the Premises, any specialty HVAC systems (including but not limited to IT room supplemental HVAC or which are necessary for temperature controlled product), and any air conditioning systems serving the warehouse portion of the Premises other than the evaporative cooler systems as provided above. In addition to the foregoing, Landlord, at Landlord's expense, shall provide snow removal for the Property to the extent applicable under the local conditions, and parking lot sweeping in a manner consistent with owners of similar buildings and projects in the market where the Building is located. The term "walls" as used in this Paragraph shall not include windows, glass or plate glass, doors or overhead doors, store fronts, dock bumpers, dock plates or levelers, or office entries. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Paragraph.

On or about the First Extension Term Commencement Date, the parties shall cause the HVAC and Warehouse Units to be inspected by a qualified HVAC contractor. In the event that such inspection determines that any maintenance, repairs or replacements are required to be performed to put the HVAC or Warehouse Units in good working order, then at Landlord's option: (a) Tenant shall perform such work, at Tenant's sole cost and expense, within thirty (30) days after the date of such inspection, or (b) Landlord shall perform such work within thirty (30) days after the date of such inspection and Tenant shall reimburse Landlord for all costs incurred by Landlord within thirty (30) days after written demand."

(2) **Tenant's Repairs.** Subject to Landlord's obligation in Section 9(a), Tenant, at its expense, shall repair, replace and maintain in good condition the Premises and all areas, improvements and systems exclusively serving the Premises including, without limitation, dock and loading areas, truck doors, plumbing, above slab water and sewer lines up to points of common connection, entries, doors, ceilings, windows, and interior walls, which repair and replacement obligations include capital repairs whose benefit may extend beyond the expiration of the Term, reasonable wear and tear and uninsured damages caused by Landlord, its employees, agents or contractors. Notwithstanding Landlord's obligations with respect to the HVAC units serving the office portion of the Premises as provided in Section 9(a), Tenant, at Tenant's expense, shall be responsible for the maintenance, repair, and replacement of any heating, ventilation, or air conditioning systems installed by Tenant in the Premises, any specialty HVAC systems (including but not limited to IT room supplemental HVAC or which are necessary for temperature controlled product), and any air conditioning systems serving the warehouse portion of the Premises, as well as the exhaust fans, ductwork, vents, and registers of such air conditioning units serving the

warehouse portion of the Premises, with the exception of the evaporative cooler systems which are Landlord's responsibility as provided above. If Tenant fails to perform any maintenance, repair, or replacement for which it is responsible, Landlord may perform such work and be reimbursed by Tenant within 10 days after demand therefor. Tenant shall bear the full cost of any repair or replacement to any part of the Building or Property that results from damage caused by Tenant, its agents, contractors, or invitees, or Tenant's failure to maintain the Premises in accordance with this Lease, and any repair that benefits only the Premises."

4. The definition of "Operating Expenses" in Rider 1 attached to the Lease is hereby deleted in its entirety. All references to "Operating Expenses" or "Annual Operating Expenses" under the Lease are hereby replaced with "Monthly FOE" and "Taxes" as applicable.
5. Effective on the First Extension Term Commencement Date, Section 1(g) of the Lease shall be deleted and replaced with "The Monthly FOE (as defined above) due and payable under the Lease: \$27,813.58, subject to the Annual FOE Increase." The Monthly FOE will be broken out as follows:

Operating Expenses:	\$20,795.20
Capital Repairs/Replacements:	\$7,018.38
<b>Total Monthly FOE:</b>	<b>\$27,813.58</b>

6. Effective on the First Extension Term Commencement Date, the estimated payment of Taxes due and payable under the Lease will be \$23,134.66, subject to reimbursement and adjustment as provided in Section 6.
7. Except as otherwise expressly provided herein, all defined terms used in this Amendment shall have the same respective meanings as are provided for such defined terms in the Lease. Except for the Second Amendment Improvements and Landlord's obligations under Section 9(1) as provided herein, Tenant shall accept the Premises in its "as-is" condition, and pay Monthly FOE, Taxes and other reimbursable costs as provided in the Lease during the First Extension Term.
8. Notwithstanding anything provided in the Lease to the contrary, effective on the commencement date of the First Extension Term, all payments required to be made by Tenant to Landlord (or to such other party as Landlord may from time to time specify in writing) may only be made by Electronic Fund Transfer ("EFT") of immediately available federal funds before 11:00 a.m., Eastern Time at such place, within the continental United States, as Landlord may from time to time designate to Tenant in writing.
9. The notice addresses for Landlord and Tenant during the Term, as extended, shall be as follows:

Landlord:	Prologis 4900 Ritter Road, Suite 150 Mechanicsburg, PA
With a copy to:	Prologis 1800 Wazee Street, Suite 500 Denver, Colorado 80202

Attention: General Counsel

Tenant: KeHE Distributors, LLC  
1245 E. Diehl Road, Suite 200  
Naperville, IL 60563  
Attention: Justin Mallot

With a copy to: Armstrong Teasdale LLP  
7700 Forsyth Blvd., Suite 1800  
St. Louis, MO 63105  
Attention: Lynn Goessling

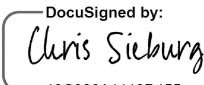
10. All Tenant options to extend the Term, terminate the Lease, or expand or contract the Premises, if any, which exist under the Lease are hereby null and void.
11. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than Colliers International, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.
12. Insofar as the specific terms and provisions of this Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Lease, the terms and provisions of this Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Lease shall remain unmodified and in full force and effect.
13. Landlord and Tenant hereby agree that (i) this Amendment is incorporated into and made a part of the Lease, (ii) any and all references to the Lease hereinafter shall include this Amendment, and (iii) the Lease and all terms, conditions and provisions of the Lease are in full force and effect as of the date hereof, except as expressly modified and amended hereinabove.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the day and year first above written.

**TENANT:**


KeHE Distributors, LLC, a Delaware limited liability company

By:   
Name: Chris Sieburg  
Title: EVP Operations

**LANDLORD:**

LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership

By: Liberty Property Trust  
a Maryland real estate investment trust  
its general partner

By:   
Name: Meg Buffington  
Title: Senior Vice President

**EXHIBIT A: CONSTRUCTION**

(a) Landlord agrees to perform at Landlord's sole cost and expense the following improvements (the "Second Amendment Improvements"):

- New Dock Seals and Bumpers on existing dock doors (50)
- Replace pole lights with new LED fixtures (12)
- Replace exterior stairs (20)
- Landlord to install awning over front entrance with overhead lighting under the awning to illuminate steps generally as depicted on the sketches attached as Exhibit A-1 hereto.

(b) Landlord shall submit plans for the Second Amendment Improvements to Tenant for Tenant's review and approval within twenty (20) days of the date hereof. If Tenant shall desire any changes, Tenant shall advise Landlord in writing and Landlord shall determine whether such changes can be made in a reasonable and feasible manner. All costs of reviewing any requested changes, and all costs of making any changes to the Second Amendment Improvements which Tenant may request and which Landlord may agree to shall be at Tenant's sole cost and expense and shall be paid to Landlord upon demand and before execution of the change order.

(c) Landlord shall promptly proceed with and complete the construction of the Second Amendment Improvements. As soon as such improvements have been Substantially Completed, Landlord shall notify Tenant in writing of the date that the Second Amendment Improvements were Substantially Completed. The Second Amendment Improvements shall be deemed substantially completed ("Substantially Completed" or "Substantial Completion") when, in the opinion of the construction manager (whether an employee or agent of Landlord or a third party construction manager) ("Construction Manager"), the Second Amendment Improvements are substantially completed except for punch list items which do not prevent in any material way the use of the Second Amendment Improvements for the purposes for which they were intended. In the event Tenant, its employees, agents, or contractors cause construction of such improvements to be delayed, the date of Substantial Completion shall be deemed to be the date that, in the opinion of the Construction Manager, Substantial Completion would have occurred if such delays had not taken place. Tenant shall be solely responsible for delays caused by Tenant's request for any changes in the plans, Tenant's request for long lead items or Tenant's interference with the construction of the Second Amendment Improvements. After the date the Second Amendment Improvements are Substantially Completed Tenant shall, upon demand, execute and deliver to Landlord a letter of acceptance of the Second Amendment Improvements. In the event of any dispute as to the Second Amendment Improvements the certificate of the Construction Manager shall be conclusive absent manifest error.

EXHIBIT A-1

SKETCHES FOR AWNING

