

**SECOND AMENDMENT TO
STANDARD FORM INDUSTRIAL BUILDING LEASE**

THIS SECOND AMENDMENT TO STANDARD FORM INDUSTRIAL BUILDING LEASE (this "Second Amendment") is made and entered into as of the 2nd day of October, 2019, by and between TSO DEERPARK, LP, a Georgia limited partnership (as "Landlord"), and KEHE DISTRIBUTORS, LLC, a Delaware limited liability company (as "Tenant").

WITNESSETH:

WHEREAS, Elkton Venture, LLC, a Delaware limited liability company ("Original Landlord"), and Tree of Life, Inc., a Delaware corporation ("Original Tenant") entered into that certain Standard Form Industrial Building Lease dated as of June 30, 2008 (the "Original Lease"); and

WHEREAS, the Original Lease was subsequently amended by Landlord (as successor-in-interest to Original Landlord) and Tenant (as successor-in-interest to Original Tenant) pursuant to that certain First Amendment to Standard Form Industrial Building Lease dated as of May 22, 2018 (the "First Amendment," and together with the Original Lease, collectively, the "Lease"); and

WHEREAS, pursuant to the terms of the Lease, Tenant leases a building ("Building") and land commonly known as 4055 Deerpark Boulevard, Elkton, Florida 32033 containing approximately 246,818 rentable square feet of space (the "Premises"); and

WHEREAS, Landlord and Tenant desire to modify and amend the Lease to extend the term of the Lease and to make certain changes hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual premises, and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the parties hereto to one another, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties for themselves and their successors and assigns hereto hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein as if set forth in full.
2. **Defined Terms.** All capitalized terms not defined in this Second Amendment shall have the same meaning as set forth in the Lease.
3. **Lease Term.** The Term is scheduled to expire as of June 30, 2024. Landlord and Tenant hereby agree to extend the Term for a period of twelve (12) months, unless sooner terminated, commencing on July 1, 2024 (the "Extension Date"), and expiring on June 30, 2025 (the "Termination Date"). The period from the Renewal Date through the Termination Date is hereinafter referred to as the "Second Extension Term."

4. **Acceptance of Premises.** Tenant is in possession of and accepts the Premises in its "as is" condition, and acknowledges that (i) all the work to be performed by the Landlord in the Premises as required by the terms of the Lease, if any, has been satisfactorily completed; and (ii) all allowances required to be provided by Landlord to Tenant under the Lease (including, without limitation, the Allowance (as defined in Section 7(a) of the First Amendment) have been paid in full.

5. **Base Rent.**

(a) **Current Term.** Tenant acknowledges and agrees that Tenant shall continue to pay Base Rent for the Premises from the date hereof until the Extension Date in accordance with the terms of the Lease.

(b) **Second Extension Term.** Commencing on the Extension Date and continuing throughout the Second Extension Term, Tenant shall pay Landlord the following sums as Base Rent for the Premises pursuant to Section 2 of the Lease (monthly installments do not include sales tax):

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
7/1/24 – 6/30/25	\$900,885.72	\$75,073.81

6. **Additional Rent.** Tenant shall continue to pay Additional Rent for the Premises from the date hereof throughout the Second Extension Term in accordance with the terms of the Lease, including, without limitation, Operating Expenses and Taxes pursuant to Section 3 of the Lease.

7. **Extension Options.** Notwithstanding the extension of the Term pursuant to the terms of this Second Amendment, Tenant shall continue to have the right to extend the Term of the Lease for two (2) consecutive periods of four (4) years each pursuant to and in accordance with the terms and provisions of Section 9 of the First Amendment.

8. **Broker.** The Simpson Organization ("Landlord's Broker") has acted as agent for Landlord and Colliers International ("Tenant's Broker") has acted as agent for Tenant in connection with this Second Amendment and are each to be paid a commission by Landlord pursuant to a separate agreement. Landlord represents that it has dealt with no broker other than Landlord's Broker and Tenant's Broker in connection with this Second Amendment. Landlord agrees that, if any other broker makes a claim for a commission based upon the actions of Landlord, Landlord shall indemnify, defend and hold Tenant harmless from any such claim. Tenant represents that it has dealt with no broker other than Landlord's Broker and Tenant's Broker in connection with this Second Amendment. Tenant agrees that, if any other broker makes a claim for a commission based upon the actions of Tenant, Tenant shall indemnify, defend and hold Landlord harmless from any such claim.

9. **Counterparts.** This Second Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. This Second Amendment may be executed by each party upon a separate copy, and one or more execution pages may be detached from one copy of this Second Amendment and attached to another copy in order to form one or more counterparts. Delivery of a pdf or other electronic counterpart of this Second Amendment executed by a party hereto shall be deemed to constitute delivery of an original hereof executed by such party.

10. **No Claims, Offsets or Breaches.** Tenant acknowledges, certifies, affirms, and represents that there are no claims, offsets, or breaches of the Lease, or any action or causes of action by Tenant against Landlord directly or indirectly relating to the Lease.

11. **No Other Modifications.** Except as expressly modified herein, the Lease shall remain in full force and effect and, as modified herein, is expressly ratified and confirmed by the parties hereto. In the event of a conflict between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall control.

[Signatures Begin on Following Page]


IN WITNESS WHEREOF, the parties below have caused this Second Amendment to be executed under seal as of the date and year first above written.

LANDLORD:

TSO DEERPARK, LP,
a Georgia limited partnership

By: DEERPARK General Partner, LP,
Its: General Partner

By: DEERPARK GP SPE, Inc.,
Its: General Partner

By: 
Name: A. Boyd Simpson
Title: President

[Signatures Continue on Following Page]

TENANT:

KEHE DISTRIBUTORS, LLC,
a Delaware limited liability company

By: 

Name: Siege Carter

Title: Chief Operating Officer