

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Amendment") has a reference date of February 13, 2020, by and between GCP-FCDC, LLC, a Delaware limited liability company ("Landlord"), and KEHE DISTRIBUTORS, LLC, a Delaware limited liability company ("Tenant").

THIRD AMENDMENT TO LEASE
KEHE DISTRIBUTORS/FCDC (GR064-0058) v4 Execution
1/24/2020 12:11:00 PM

SECTION 1.02 Base Rent. For clarification, the Monthly Base Rent payable by Tenant to Landlord for the Premises (consisting of the Original Premises and the Second Amendment Expansion Space) as of July 1, 2020, and throughout the first Renewal Term, shall be as follows:

<u>First Renewal Term</u>	<u>Annual Base Rent Per R.S.F.*</u>	<u>Monthly Base Rent*</u>
7/1/20 - 6/30/21	\$4.79	\$33,418.23
7/1/21 - 6/30/22	\$4.93	\$34,420.78
7/1/22 - 6/30/23	\$5.08	\$35,453.40
7/1/23 - 6/30/24	\$5.23	\$36,517.01
7/1/24 - 6/30/25	\$5.39	\$37,612.52

* In addition, Tenant shall be liable for all sales, rent taxes and other taxes.

The Base Rent under the Lease shall be due and payable in equal monthly installments, each such monthly installment due and payable on the first day of each calendar month, in advance, without demand and without setoff or deduction whatsoever. All other obligations shall remain as set forth in the Lease, including, without limitation, Operating Costs, taxes and Additional Rent.

SECTION 1.03 Tenant Improvements. Tenant agrees that Landlord has fulfilled its obligations with regard to the Leasehold Improvements and agrees that Landlord has no further obligation to make, or pay or otherwise reimburse Tenant for, any tenant improvements, alterations or additions to the Premises, except for Landlord's obligations to maintain, repair and replace as set forth in the Lease.

SECTION 1.04 Broker. Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment except Graham Commercial Properties (the "Broker"), and Landlord shall be liable for any commissions arising out of this Amendment by separate written agreement between Landlord and such Broker. Landlord and Tenant hereby indemnify each other from the payment of any commissions owed to any broker with respect to this Amendment resulting from the acts of such party, but not otherwise.

SECTION 1.05 Further Amendments. The Lease shall be and hereby is further amended wherever necessary, even though not specifically referred to herein, in order to give effect to the terms of this Amendment.

Article II

MISCELLANEOUS

SECTION 2.01 Ratification. The Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms. Landlord and Tenant hereby each represents and warrant to the other (i) that the execution and delivery of this Amendment has been fully authorized by all necessary action, and (ii) that the person signing this Amendment has the requisite authority to do so and the authority and power to bind the company on whose behalf they have signed.

SECTION 2.02 Notices. All notices to be delivered to Landlord under the Lease or otherwise with respect to the Premises shall, unless Landlord otherwise notifies Tenant, be delivered to Landlord in accordance with the Lease at the following address:

GCP-FCDC, LLC
Attn: Vice President, Operations
c/o Graham Commercial Properties
1801 Fifth Avenue North, Suite 300
Birmingham, AL 35203

GCP-FCDC, LLC
Attn: President
c/o Graham Commercial Properties
1801 Fifth Avenue North, Suite 300
Birmingham, AL 35203

SECTION 2.03 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 2.04 Counterparts. This Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature of either party, whether upon this Amendment or any related document shall be deemed valid, binding, and admissible by either party against the other as if same were an original ink signature. THIS AMENDMENT SHALL BECOME BINDING UPON LANDLORD AND TENANT ONLY WHEN FULLY EXECUTED BY BOTH PARTIES AND WHEN LANDLORD HAS DELIVERED THIS AMENDMENT TO TENANT.

SECTION 2.05 OFAC. Neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

SECTION 2.06 Radon. Radon is a naturally occurring radioactive gas, that when it has accumulated in a Building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has a reference date as of the date and year first above written.

Witness #1: [Signature]
Print Name: Scott Bartels

Witness #2: [Signature]
Print Name: Robert L. Jett

TENANT:

KEHE DISTRIBUTORS, LLC,
a Delaware limited liability company

By: [Signature]
Name: Jon Mollman
Title: V.P. of Operations - East Region

WITNESSES:

Witness #1: [Signature]
Print Name: Mary Carol McDaniel

Witness #2: [Signature]
Print Name: Robin L. Domit

LANDLORD:

GCP-FCDC, LLC,
a Delaware limited liability company

By: [Signature]
Name: GARDNER LEE
Title: PRESIDENT