

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment") is made effective as of February 26, 2015 (the "Effective Date") by and between GCP-FCDC, LLC, a Delaware limited liability company ("Landlord") and KEHE Distributors, LLC, a Delaware limited liability company ("Tenant").

WHEREAS, FCDC Properties, LLC, a Florida limited liability company ("Original Landlord"), and Tenant entered into that certain Lease Agreement, with Addendum, dated February 26, 2013 (the "Original Lease") for approximately 47,495 rentable square feet of office with industrial warehouse space known as Suite 300 (the "Original Premises") in the building located at 4030 Deerpark Blvd., St. Augustine, FL 32033 (the "Building"); and

WHEREAS, Original Landlord and Tenant subsequently entered into that certain First Amendment to Lease dated as of May 19, 2014 (the "First Amendment"; the Original Lease as amended by the First Amendment is called the "Lease") in connection with which Tenant's Premises was expanded to include an additional 24,150 rentable square feet adjacent to the Original Premises within (being an additional part of) Suite 300 (the "First Amendment Expansion Space"); provided the First Amendment Expansion Space was at such time leased only on a month-to-month basis. The Original Premises as expanded to include (on a month by month variable basis) various portions of the First Amendment Expansion Space, which contains a maximum of (if fully occupied) 71,645 rentable square feet;

WHEREAS, it is acknowledged that Landlord has succeeded to the ownership of the Building and related lands from the Original Landlord and is now the landlord under the Lease;

WHEREAS, Landlord and Tenant desire to amend the Lease as set forth in this Second Amendment.

NOW, THEREFORE, for and in consideration of the Premises and mutual agreements set forth in this Second Amendment, the receipt and sufficiency of which are acknowledged by Landlord and Tenant, Landlord and Tenant agree and amend the Lease as follows:

1. Recitals; Defined Terms. The foregoing recitals are true and correct. The terms that are defined in the recitals above are made a part of this Second Amendment for all purposes. All words and terms which are used in this Second Amendment with their initial letters capitalized and which are not defined in this Second Amendment shall have the meanings set forth for such words and terms in the Original Lease.

2. Certain Definitions. The following terms are defined as follows:

"Expansion Space Rent Commencement Date" means the Expansion Date.

"Expansion Date" means the May 1, 2015.

"Expiration Date" means June 30, 2020 (the expiration date under the Original Lease).

"First Amendment Expansion Space" has the meaning given that term above (in the third paragraph) and which is depicted, together with the Original Premises, on **Exhibit A-1** attached hereto.

"Second Amendment Expansion Space" means an additional portion of Suite 300 of the Building, which is depicted on **Exhibit A-2** attached hereto and which includes all (100%) of the First Amendment Expansion Space.

"Premises" means (i) the Original Premises and First Amendment Expansion Space before the Expansion Date; and (ii) the Original Premises and the Second Amendment Expansion Space (which includes all of the First Amendment Expansion Space), on and after the Expansion Date.

3. Extension of Lease Term. Effective as of the Expansion Date, the term of the Lease with respect to both the Original Premises and the entire Second Amendment Expansion Space is confirmed, amended and, as applicable, extended, to expire at 11:59 P.M. on the Expiration Date. The Expiration Date shall also be the "expiration date" for the entire Second Amendment Expansion Space so that the term of the Lease will be coterminous with respect to the Original Premises and the Second Amendment Expansion Space (which includes all of the First Amendment Expansion Space).

4. Expansion of Premises/Second Amendment Expansion Space Tenant Improvements/Second Amendment Expansion Space Rent.

- a. *Second Amendment Expansion Space.* Commencing on the Expansion Date, the Premises are expanded to include the Second Amendment Expansion Space (which overlaps and includes the entire First Amendment Expansion Space). Thereafter, the term "Premises" shall refer to the Original Premises and the Second Amendment Expansion Space, collectively. The Second Amendment Expansion Space is deemed to contain 36,225 rentable square feet, and after the Expansion Date the Premises is deemed to contain 83,720 rentable square feet.
- b. *Tenant Improvements — Second Amendment Expansion Space.* Tenant acknowledges and agrees Landlord shall have no obligation to renovate, remodel or perform any improvements to the Second Amendment Expansion Space, the Building or the Property (or to bear the cost for such construction) in connection with this Second Amendment, and Tenant shall accept the Second Amendment Expansion Space in its "as is" condition.
- c. *Base Rent for Second Amendment Expansion Space.* The Minimum Annual and Monthly (Base) Rent for the entire Second Amendment Expansion Space (which includes the entire First Amendment Expansion Space) shall (i) be payable in monthly installments as set forth in Schedule 1 attached hereto and made a part hereof; and (ii) shall commence on the Expansion Space Rent Commencement Date (i.e., May 1, 2015, the "Expansion Date"). As a matter of clarification, all Minimum Annual and Monthly (Base) Rent otherwise due under the Lease for the Original Premises and First Amendment Expansion Space remains due and payable in accordance with the terms of the Lease prior to and until the Expansion Date hereof. After the Expansion Date, all Minimum Annual and Monthly (Base) Rent otherwise due under the terms of the Original Lease for the Original Premises (47,495 sq. ft.) shall remain due and payable on the Schedule set forth in the Original Lease in accordance with the terms thereof in addition to the Minimum (Base) Rent for the Second Amendment Expansion Space.
- d. *Additional Rent for Second Amendment Expansion Space.* Effective on the Expansion Date, Tenant's obligations to pay Additional Rent shall increase appropriately with the addition of the Second Amendment Expansion Space to the Premises to be calculated in the manner set forth in subparagraph 2(b) of the Original Lease, including without limitation that Tenant's share of (i) Operating Expenses and (ii) Taxes shall also increase

accordingly. Tenant's pro-rata share calculated after the Expansion Date shall be 41.18%. An estimated payment based on 2015 estimated costs of the adjusted Additional Rent for the Second Amendment Expansion Space is \$4,528.13 (which will be due in addition to the Additional Rent for the Original Premises).

5. Renewal Options as to Second Amendment Expansion Space. The two (2) renewal options set forth in the Addendum attached to the Lease (titled "Option to Renew") shall apply with respect to the Second Amendment Expansion Space to the same extent applicable to the Original Premises, with the following modifications: (i) the Expiration Date is the "expiration date of the Term" and if the option is duly exercised the first five (5) years renewal period shall commence immediately following that Expiration Date; (ii) the applicable time periods in the Addendum's "Option to Renew" shall take into account the change in the expiration date to be the Expiration Date (e.g., 270 days prior to the expiration of the then current term of this Lease means the 270th day prior to the Expiration Date or applicable extended term); and (ii) if the renewal option(s) are properly exercised, then Minimum Annual and Monthly (Base) Rent with respect to the Second Amendment Expansion Space during such renewal term(s) shall be calculated to increase 3% for each lease year during the renewal term (beginning in the first year of the renewal term), as set forth on **Schedule 1** attached hereto.

6. Option to Renew-Renewal Term Rent Chart Correction. In the event the Renewal Options are duly exercised, it is agreed that the Minimum Rent due for the Original Premises during any "Renewal Term" periods is set forth in the Addendum to the Original Lease, are hereby corrected as follows. The Rent Chart set out in the Addendum Paragraph 1, for "Renewal Term 1" and "Renewal Term 2" were intended to reflect that Renewal Term 1 would begin in 'Month 85', and that the chart for Renewal Term 1 should, and is hereby clarified and corrected, to read (as to 'Months' and corresponding 'Monthly Base Rent', respectively) as follows:

Months 85-96.....	\$20,066.64
Months 97-108.....	\$20,660.33
Months 109-120.....	\$21,293.59
Months 121-132.....	\$21,926.86
Months 133-144.....	\$22,560.13

Additionally, the chart for Renewal Term 2 should, and is hereby clarified and corrected, to read (as to 'Months' and corresponding 'Monthly Base Rent', respectively) as follows:

Months 145-156.....	\$23,232.97
Months 157-168.....	\$23,945.40
Months 169-180.....	\$24,657.82
Months 181-192.....	\$25,409.83
Months 193-204.....	\$26,161.83

For clarification, all other terms of the Options to Renew, as amended by this Second Amendment, remain in full force and effect other than the requirement (at the Commencement of the Original Lease) that Landlord construct Leasehold Improvements (i.e.; Landlord has no such Leasehold Improvement construction obligation for or during the renewal terms).

7. No Further Expansion Rights The Tenant has no "expansion rights" or "right of first refusal" under the Lease as amended hereby. Tenant's rights under Paragraph II to the Addendum to the Original Lease are hereby confirmed terminated.


8. Miscellaneous.

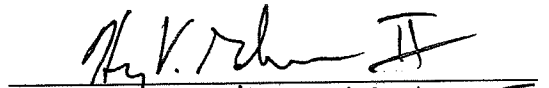
- a. *Exhibits and Schedules.* All exhibits and schedules to this Second Amendment are made a part hereof and are incorporated by reference.
- b. *Broker.* Graham & Co. ("Landlord's Broker") is the only broker in connection with this Second Amendment, and such broker shall be paid a commission as set forth in separate agreement between Landlord and Landlord's Broker. Each of Landlord and Tenant represents and warrants to the other that it has not consulted or negotiated with any broker or finder other than the Landlord's Broker. If either party shall be in breach of the foregoing warranty, such party shall indemnify the other against any loss, liability and expense (including reasonable attorneys' fees and court costs) arising out of claims for fees or commissions from anyone having dealt with such party in breach.
- c. *Counterparts/Facsimile.* This Second Amendment may be executed in multiple counterparts, which together shall have the full force and effect of an original. Signature pages transmitted by facsimile or electronic mail shall have equal force as signature pages.
- d. *Florida Law.* This Second Amendment and the Lease shall be governed, construed and enforced in accordance with the laws of the State of Florida.
- e. *Construction.* Except as modified hereby, the Lease shall remain in full force and effect and unchanged, and is hereby ratified and reaffirmed by Landlord and Tenant. In the event of conflict between the Lease and this Second Amendment, this Second Amendment shall control and govern.
- f. *Ratification.* Landlord and Tenant each hereby reaffirm their rights and obligations under the Lease as modified by this Second Amendment. Landlord and Tenant each represents and warrants to the other (i) that the execution and delivery of this Second Amendment has been fully authorized by all necessary action, (ii) that the person signing this Second Amendment has the requisite authority to do so and the authority and power to bind the company or individual on whose behalf they have signed, and (iii) that to the best of its knowledge and belief, this Second Amendment and the Lease are valid, binding and legally enforceable in accordance with their terms. Tenant warrants and represents to Landlord that, to the best of its knowledge (i) as of the date hereof Tenant has complied with all of the terms and conditions of the Lease, (ii) Tenant has no rights to any credit, claim, cause of action, offset or similar charge against Landlord or the rent existing as of the date hereof except for those rights as may be provided in the Original Lease or First Amendment as amended hereby, and (iii) the Original Premises and First Amendment Expansion Space and the Building systems located therein are in a good, safe and operable condition as of the date hereof.

*** SIGNATURE PAGES FOLLOW***

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

WITNESSES:

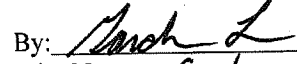

Print Name: Sharon Cumens


Print Name: Henry V. Graham II

LANDLORD:

GCP-FCDC, LLC, a Delaware limited liability company


By: GCPM, LLC, its manager

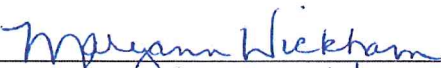
By: 
Print Name: Gardner Hec
Title: President

TENANT'S SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

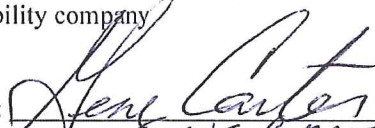
WITNESSES:


Print Name: A. RODDER


Print Name: MARYANN WICKHAM

TENANT:

KEHE Distributors, LLC, a Delaware limited liability company

By: 
Print Name: GENE CARTER
Title: COO

SCHEDULE 1
[MINIMUM BASE RENT FOR SECOND AMENDMENT EXPANSION SPACE AS OF THE
EXPANSION SPACE RENT COMMENCEMENT DATE]

Kehe Second Amendment Expansion Space - Rent Schedule					
<i>This Rent is due in addition to the rent due for the Original Premises at the rates set forth in the Original Lease</i>					
Date	Square Footage***	Annual Base Rent	Monthly Base Rent	Estimated Monthly Additional Rent*	Estimated Monthly Total Rent**
				\$4,528.13	\$4,799.81
5-1-2015 to 4-30-2016	12,075***	\$44,677.50	\$3,723.13	\$4,528.13	\$8,746.33
5-1-2016 to 4-30-2017	24,150***	\$92,011.50	\$7,667.63	TBD	
5-1-2017 to 4-30-2018	36,225	\$142,364.25	11,863.69	TBD	
5-1-2018 to 4-30-2019	36,225	\$146,635.18	\$12,219.60	TBD	
5-1-2019 to 4-30-2020	36,225	\$151,034.23	\$12,586.19	TBD	
5-1-2020 to 6-30-2020	36,225	\$25,900.88 (2 months only)	\$12,950.44	TBD	
Renewal Option Lease Years		See **** below	See **** below	TBD	
* The charge for Operating Costs is based on 2015 estimates. Actual Operating Costs may change in accordance with the Lease.					
** Any changes in Operating Costs charged to Tenant will result in a change in Florida State Sales Tax payable (6%), and thus total rent paid by Tenant.					
*** For purposes of Rent payment calculation only.					
**** For each year in any renewal Term under the Options to Renew, if duly exercised, the Minimum Annual and Minimum Monthly Rents shall <u>increase 3% each Lease year</u> (from the applicable rent in the immediately preceding year) in those renewal periods (terms).					

Note: These rent amounts above may not include sales tax, for which Tenant is responsible.

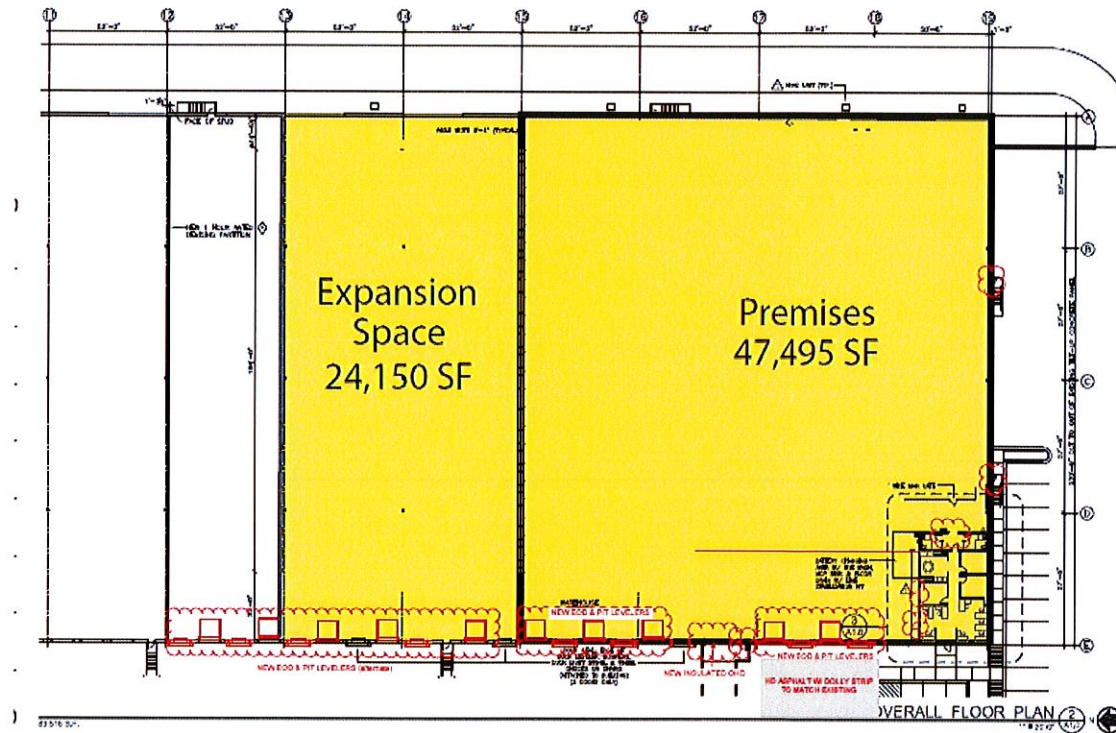
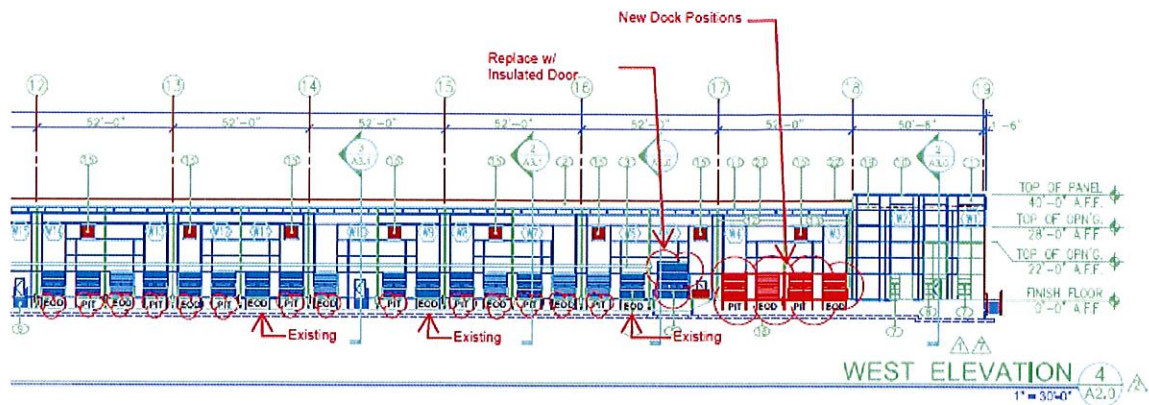
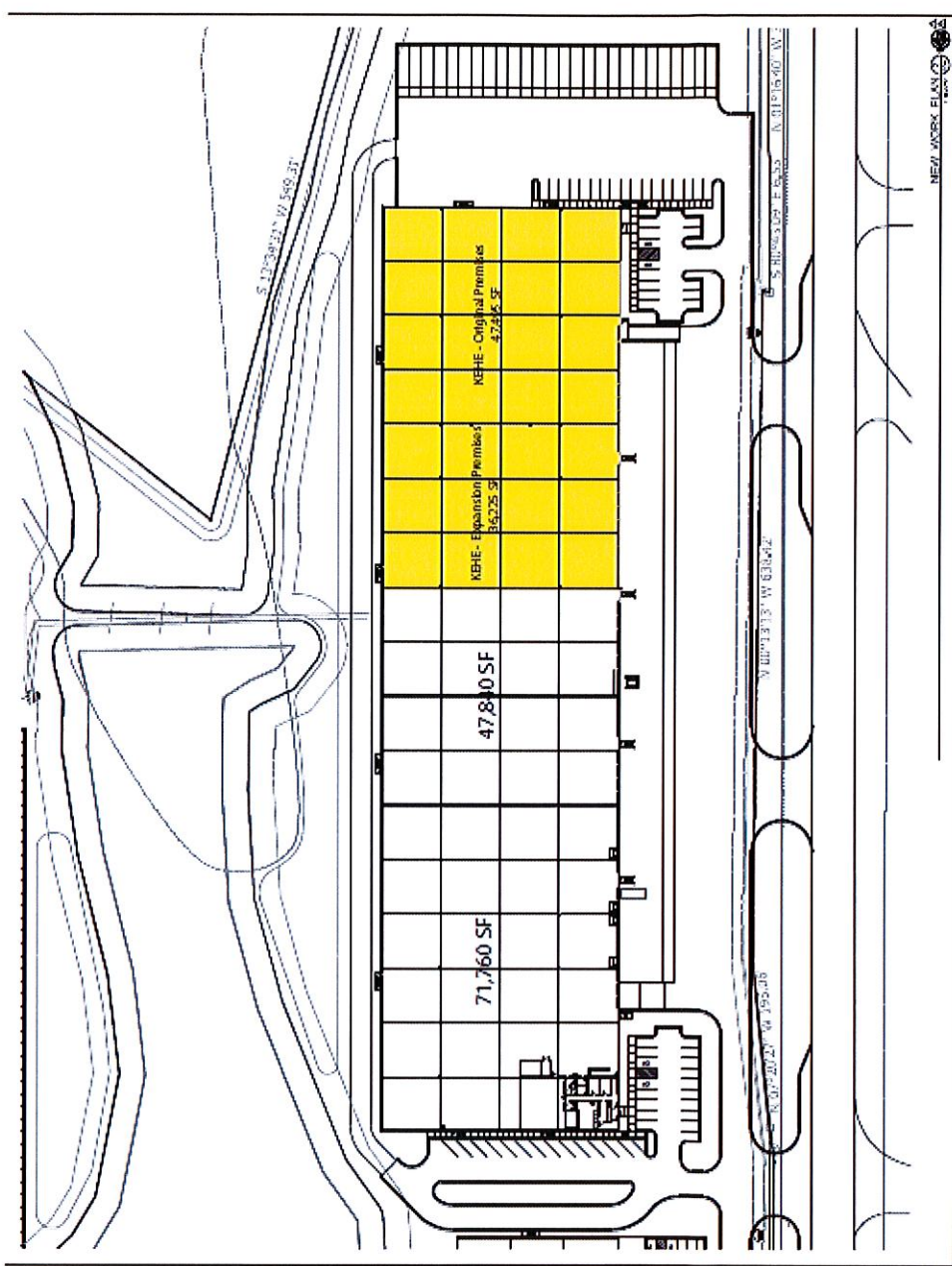
EXHIBIT A-1

EXHIBIT A-2



The Second Amendment Expansion Space is shown as the “Expansion Premises” (36,225 sq. ft.) in the above drawing.