

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the 26th day of February, 2013, between **FCDC PROPERTIES, LLC**, a Florida limited liability company (the "Landlord"), with its place of business at 110 Office Park Drive, Suite 200 Birmingham, AL 35223, and **KEHE DISTRIBUTORS, LLC**, a Delaware limited liability company (the "Tenant"), with its principal place of business at 900 N. Schmidt Road, Romeoville, IL 60446.

WITNESSETH:

The Landlord hereby leases and rents unto the Tenant and the Tenant hereby hires and takes from the Landlord the premises more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Premises"), together with a non-exclusive right to use during the term hereof those common parking and other common facilities located upon the "Property" defined hereafter. The Lease Premises are located in Suite 300 of the Building located at 4030 Deerpark Blvd., St. Augustine, FL 32033, which is located on the real property more particularly described on Exhibit "B" attached hereto (the "Property"). The Property is located in the project known as "First Coast Distribution Center" (the "Park").

1. Term. Upon the terms and conditions hereof, Tenant agrees to lease and hold the Premises from Landlord and Landlord agrees to lease the Premises to Tenant for a term that begins on the date of substantial completion of the "Leasehold Improvements" (as defined in Paragraph 4 below) as set forth in subparagraph 3 (e) (the "Commencement Date") and terminating on June 30, 2020.

2. Rents.

(a) Base Rent. Beginning on the Commencement Date, Tenant shall pay the monthly base rent for the Premises as set forth on Exhibit "C" attached hereto (the "Base Rent") prorated as set forth below; provided, however that if Tenant's Security (as defined in paragraph 4 below) shall be called and applied, then the Base Rent shall be adjusted to the lesser amount also reflected on Exhibit "C" attached hereto. Thereafter, rent shall be paid on the first day of each successive month commencing through and including the first day of the month of the final month of the term of this Lease. Such rent shall be paid in lawful money of the United States monthly, in advance and without notice, set off, deduction or demand, to Landlord at its address set forth above. In the event the Commencement Date falls on any day other than the first day of a month, rent for the partial month commencing on the Commencement Date and ending on the last day of that month shall be prorated based on the number of days from and including the Commencement Date and the last day of such first partial month.

(b) Additional Rent and Late Charges. Any and all amounts required to be paid by Tenant hereunder except Base Rent and any charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease shall be deemed to be additional rent payable as rent reserved hereunder (the "Additional Rent").

In order to defray the additional expenses involved in collecting and handling delinquent payments, Tenant shall pay on demand in addition to any Base Rent or Additional Rent due hereunder a late charge equal to five percent (5%) of the base monthly rent when any installment of rent is past due more than ten (10) days after the due date thereof. Tenant acknowledges that this charge is made to compensate Landlord for additional costs incurred by Landlord as a result of Tenant's failure to pay when due, and is not a payment for extension of the rent due date. The failure of Landlord to insist upon the payment of late charges, whether isolated or repeated, shall not be deemed a waiver of Landlord's right to collect such charge for any future delinquencies.

In the event that this Lease either commences or terminates on a day other than the first or last day of a month, then Tenant shall pay, in advance, Base Rent for the pro rata portion of said partial month.

(c) Payment of Operating Costs. In each lease year Tenant will also pay to Landlord on the first day of each month Tenant's pro rata share (for purposes of this Lease, the term "pro rata share" shall be equal to the square footage of the Premises as set forth on Exhibit "A" divided by the total leasable square footage of all buildings located on the Property, i.e. 47,495 sq. ft. divided by 203,320 sq. ft., or 23.36% of the estimated annual Operating Costs (as hereinafter defined) of the Property and the common facilities and services of the Park as specified on Exhibit "C". Operating Costs shall be adjusted not less frequently than annually, on a calendar year basis, based upon Landlord's reasonable estimate of costs for the next ensuing year. The budget for estimated Operating Costs for calendar year 2013 are as set forth on Exhibit "C-1" attached hereto.

(d) Building Operating Costs. Unless otherwise specifically provided to the contrary in this Lease, Tenant shall obtain all services for the Premises (which shall not include the landscaping or parking area adjacent to the building) and pay the costs directly to the providers thereof including electricity, water, sewer, pest control, telecommunications, janitorial, waste disposal, security, and interior pest control and any other services it may desire for the Premises (such as food service). Tenant shall also pay the ad valorem taxes on its personal property and the Premises and the insurance provided for in paragraph 18(b) hereof. If Tenant occupies an entire parcel of land which is separately assessed by the St. Johns County Property Appraiser's Office, Landlord shall cooperate with Tenant in having the ad valorem taxes on the Premises assessed directly to Tenant. If Landlord is required to escrow ad valorem taxes with its Lender, Tenant shall either escrow such taxes monthly or post satisfactory security with the Lender to meet such obligation.

(e) "Operating Costs" defined. "Operating Costs" shall mean the total cost and expenses actually incurred by Landlord, whether directly, indirectly, or through an owners' association, in connection with the operation, maintenance and repair of the Property and the common facilities and services of the Park, including, without limitation: (i) ad valorem and real estate taxes and assessments made against the Property; (ii) gardening and landscaping; (iii) the cost of Landlord's public liability insurance, property damage insurance, fire with extended coverage insurance, rent loss insurance, unemployment insurance, workers compensation insurance and such other premiums for insurance paid by Landlord from time to time; (iv) all Property repairs except those which are the Landlord's specific monetary obligation pursuant to Paragraph 8(c) hereof; (v) line painting, bumpering, resurfacing and re-curbing any portion of the Property, regardless of the cause necessitating the need thereof; (vi) lighting for common areas; (vii) electricity for common areas; (viii) security expenses, if any; (ix) removal of trash, rubbish, garbage and other refuse from the common areas; (x) rental on machinery or equipment used in such maintenance; (xi) the cost of personnel to implement such services, to direct parking and to police or secure the common areas; (xii) property management fees and expenses (it being expressly understood that Landlord may, but is not required to retain or subcontract the property management to one of its subsidiary, parent or sister companies) provided same do not exceed five percent (5%) of gross receipts as applicable to the Premises for the accounting period; (xiii) the costs, including interest amortized over its useful life, of any capital improvement made to the Property by Landlord after the date of this Lease which is required under any governmental law or regulation that was not applicable to the Property at the time it was constructed; (xiv) the cost, including interest, amortized over its useful life, of the installation of any device or other equipment which improves the operating efficiency of any system within the Premises or of the Property and thereby reduces Operating Costs of the Premises; (xv) all other expenses which would generally be regarded as operation or maintenance expenses which would reasonably be amortized over a period not to exceed five (5) years; (xvi) all real property taxes and special assessments, including dues and assessments by means of deed restrictions and/or currently existing owners associations or their successors, which accrue against the Property during the term of this lease; and (xvii) electricity, water, sewer, pest control, telecommunications, janitorial, waste disposal, security and any other services provided by Landlord to the Premises. Notwithstanding the foregoing, Operating Costs (excluding taxes, insurance, and government fees) shall not increase by more than 5% in the aggregate over the prior year.

The term "Operating Costs" specifically excludes the following: (i) repairs specifically excluded by Paragraph 9 (c) hereof; (ii) repairs, restoration or other work occasioned by fire, wind, the elements, or other casualties; (iii) income and franchise taxes of Landlord; (iv) expenses incurred in the procurement of Tenants, including, without limitation, legal fees and brokerage commissions; (v) leasing commissions, advertising expenses and expenses for renovating space for new Tenants; (vi) interest or principal payments on any mortgage or other indebtedness of Landlord except as specified above; (vii) any depreciation allowance or expense; (viii) Operating Costs which are otherwise the responsibility of Tenant; (ix) expenses which are properly allocable to a specific building in the Property other than the Building; (x) expenses for services furnished to other tenants that are beyond those that apply to all tenants of the Property generally; (xi) costs for any employees of landlord not involved in the maintenance of the

Premises; (xii) any costs or legal fees incurred in connection with any particular tenant; (xiii) costs for which Landlord will be reimbursed from any other source; (xiv) costs related to any tenant improvements for any other tenants; (xv) penalties and expenses due to Landlord's or other tenant's violation of laws or negligence; and (xvi) ground rents. Except for the Landlord's specific monetary obligations to repair and maintain the Premises as set forth in Paragraph 9(c) and the exclusions from the definition of the term "Operating Costs" set forth above, all of Landlord's expenses and costs associated with the operation, management, repairs or maintenance of the Property shall be included as Operating Costs, it being the intent of the parties that, except as herein qualified, this is a "triple net" lease for the Landlord (presuming one hundred per cent (100%) occupancy).

(f) Statement of Payment of Expenses. If the term of this Lease begins after January 1 or ends prior to December 31, Tenant's share of Operating Costs shown on the statement delivered at the end of such year shall be reduced proportionately and paid as aforesaid. Within one hundred twenty (120) days after the close of each calendar year, Landlord shall deliver to Tenant a statement showing in reasonable detail Tenant's share of the actual Operating Costs for the immediately preceding calendar year. However, Landlord's failure to make any adjustment contemplated herein or to furnish a statement to Tenant shall not prejudice Landlord's right to collect the full amounts of additional rent payable hereunder or Tenant's right to receive a refund of any excess additional rent paid by Tenant. In the event Tenant's share of such Operating Costs is less than the amount previously anticipated and collected from Tenant by Landlord, Landlord shall refund to Tenant within thirty (30) days after delivery of the statement the difference between Tenant's estimated and actual share of Operating Costs. Tenant's share of Operating Costs scheduled for the current calendar year shall be reduced proportionately or, in the event this Lease has terminated, any excess shall be applied to sums owed to Landlord, and if none, then remitted to Tenant within ten (10) days after the end of the one hundred twenty (120) day period. In the event Tenant's share of such Operating Costs is greater than the amount previously anticipated and collected from Tenant by Landlord, Tenant shall pay to Landlord the difference between the sums paid by Tenant and the sums actually due within twenty (20) days of Tenant's receipt of a statement for said amount from Landlord. Tenant may at its option at reasonable times and upon reasonable notice inspect Landlord's books and records kept with respect to Operating Costs. Any such inspection shall be made within one hundred eighty (180) days after Landlord furnishes the statement required in this Paragraph and Tenant's failure to inspect the records and contest the Operating Costs within the one hundred eighty (180) day period shall be deemed a waiver of Tenant's right to contest the Operating Costs for the time period covered by the statement.

3. Use and Possession.

(a) Use. It is understood that the Premises are to be used for general office, cold storage and dry distribution use only and no other use is permitted without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without qualifying the generality of the foregoing, it is specifically understood that no retail use of the Premises shall be permitted except as specifically permitted by this Lease, and no hazardous substances, toxic

wastes, asbestos, or petroleum products will be stored or brought into the Premises except those necessary for the customary maintenance of the Premises provided same are used, stored and disposed of in accordance with all applicable laws, rules, ordinances and regulations.

(b) Possession. Landlord agrees to use its reasonable best efforts to deliver possession of the Premises to Tenant on or before July 1, 2013 (the "Commencement Date"). If Landlord is unable to give possession of the Premises by the Commencement Date for any reason unless the same shall directly result from an event of force majeure (as defined in Paragraph 38) and as a result of Landlord's failure to give possession Tenant is unable to occupy the Premises by the Commencement Date, an abatement of the rent to be paid hereunder, for the period of time Landlord is unable to give possession and Tenant is unable to occupy the Premises, shall be allowed Tenant. If the Landlord is unable to give possession to Tenant within thirty (30) days of the Commencement Date and such delay does not result from Tenant's actions or failure to act, Landlord will credit Tenant an amount equal to one (1) day Rent for each day of delay thereafter under Landlord delivers possession to Tenant as Tenant's sole and exclusive remedy for such delay. If Landlord is unable to give possession to Tenant on or before one hundred twenty (120) days of the stated Commencement Date as extended pursuant to the provisions of this paragraph 3(b), then Tenant may terminate this Lease by delivering written notice of termination to the Landlord.

(b) Expiration of Term. At the expiration of the term hereof, Tenant shall deliver up the Premises in good repair and condition, ordinary wear and tear and damage resulting from insured casualty only excepted.

(d) Limited Access. Provided Tenant's activities will not interfere with the prosecution of the Leasehold Improvements, Tenant shall have limited access to the Premises at least thirty (30) days prior to substantial completion to install racking, equipment and fixtures, or to complete any other work for Tenant to operate in the Premises on the Commencement Date. Any such use of the Premises is also subject to, and Tenant must comply with and observe, all applicable laws and all other items and conditions of this Lease other than payment of Rent. In no event may Tenant conduct business in the Premises during such early access period.

(e) Substantial Completion. Landlord shall be deemed to have delivered possession to Tenant upon substantial completion of the Leasehold Improvements (as defined herein) in accordance with the Work Letter and Landlord has delivered to Tenant a permanent or conditional certificate of occupancy sufficient to permit full use of the Premises for the purposes of conducting Tenant's ordinary business activity.

4. Acceptance of Premises and Construction of Leasehold Improvements. Landlord, in conjunction with the consent of the designated Tenant Representative, shall make improvements to the Premises in accordance with the Work Letter attached hereto as Exhibit D (the "Work Letter") which shall be replaced by a construction contract (the "Construction Contract") to be entered into by Landlord and a contractor reasonably acceptable to Landlord and Tenant within twenty (20) days after full lease execution (the "Leasehold Improvements"). The

Construction Contract shall contain the terms and conditions set forth in the Work Letter and shall be in form and substance reasonably acceptable to Tenant. Landlord and Tenant hereby acknowledge that ARCO is an approved contractor. Landlord shall provide to Tenant a copy of the fully executed Construction Contract and associated documents promptly upon receipt which shall replace the terms of the Work Letter. The Premises shall be delivered free of any liens arising from the construction of the Leasehold Improvements and free of any Hazardous Substances (as hereinafter defined). If Tenant desires additional improvements to be made to the Premises by Landlord prior to the Commencement Date, such additional improvements shall be set forth in separate writings signed by Landlord and Tenant and Tenant shall be responsible for cost thereof. After substantial completion of the Leasehold Improvements and any additional work to be completed by Landlord as referenced above and delivery of sufficient evidence indicating the issuance of the certificate of occupancy referenced at subparagraph 3(e) above, Tenant shall be deemed to have accepted the Premises subject to Landlord completing any punch list items within thirty (30) days of Tenant taking possession of the Premises.

(a) Tenant Security for Leasehold Improvements. In order to ensure Landlord can obtain financing for construction of the Leasehold Improvements, Tenant agrees to provide security in the form of an irrevocable standby letter of credit issued by a bank reasonably acceptable to Landlord's lender (the "Lender") in a face of amount of \$2,700,000.00 and with an expiration date of October 15, 2013 ("Tenant's Security") as primary security for a loan to be obtained by Landlord to finance the construction of the Leasehold Improvements (the "TI Loan"). Tenant shall deliver to Lender the Tenant Security within ten (10) days after request therefor from Landlord. Any delay by Tenant in delivering the Tenant Security shall extend on a day-for-day basis the Commencement Date and/or any other required Landlord delivery dates under this Lease. The Tenant's Security shall only be used and/or drawn upon in the event of a default by Landlord under the TI Loan. Landlord represents and warrants that it will continue to actively seek, and use best efforts to obtain, an additional equity investor and/or other source of funds so that Tenant's Security can be released on or before September 30, 2013 (the "Outside Equity Date"). In the event Landlord is able to obtain a release of Tenant's Security, then the Lease shall continue and Tenant shall pay the full monthly Base Rent. In the event Landlord is unable to replace Tenant's Security with equity or another source of funds by the Outside Equity Date, then Tenant, at its sole option, (i) may elect to extend the expiration date of the Tenant's Security to allow Landlord additional time to obtain the additional equity and/or to attempt to refinance the debt on the Property to pay off the TI Loan, and if Tenant so elects Landlord agrees to be responsible for the direct out-of-pocket costs incurred by Tenant in maintenance of Tenant's Security, including but not limited to any bank fees for maintaining the letter of credit, and Landlord agrees that Base Rent shall be reduced by twenty percent (20%) until such time as Landlord replaces Tenant's Security; and (ii) may elect, at any time after the Outside Equity Date, to pay off any amounts, in part or in full the TI Loan, in which case the Base Rent shall be reduced to the amount reflected on Schedule C attached hereto to remove from the Base Rent the component equal to (or in proportion to the amount paid off by Tenant) the amortization of the cost of the capital expense amortization and Tenant Improvements, Tenant shall have the remedies set forth in section 4(f), and Landlord shall be responsible for any other amounts incurred as a result of such payment of the TI Loan by Tenant, including but not limited to any

prepayment penalties or other bank fees.

(b) Lender and Mortgagee Non-Disturbance Agreement. Prior to Tenant providing any form of security as provided in section 4(a), Landlord shall obtain from any lender with a lien on the Property a non-disturbance agreement in a form reasonably acceptable to Tenant, which agreement (i) ensures the continuation of this Lease and Tenant's right to occupy the Premises under this Lease in the event of foreclosure on the Property, and (ii) contains an express agreement from lender to honor Landlord's obligations under this Section 4, including but not limited to all rent reductions and credits, in the event such lender succeeds to the interest of Landlord under the Lease.

(c) Rent Reduction for Costs Incurred by Tenant. Landlord acknowledges that Tenant will incur certain out of pocket costs related to providing the Tenant's Security, which amount is agreed to be \$50,000, and Landlord agrees that at Landlord's options Tenant shall either (i) receive a credit against the monthly payments of Base Rent in an amount equal to \$50,000 incurred by Tenant in providing the Tenant's Security, or (ii) be reimbursed by Landlord in the amount of \$50,000 by September 30, 2013. If Landlord has not paid Tenant \$50,000 on or before September 30, 2013, the Landlord shall have been deemed to have elected to give Tenant a credit against the monthly payments of Base Rent.

(d) Landlord Default. In the event that Landlord shall be in default under the Construction Contract before the Tenant Improvements are completed, then upon request by Tenant, Landlord will immediately assign to Tenant all of its right, title and interest in and to the Construction Contract and authorize Tenant to perform any work necessary to complete the Leasehold Improvements at Tenant's cost and Tenant shall receive a credit against Base Rent in an amount equal to the direct and actual expenses Tenant incurs in order to so complete construction of the Tenant Improvements. Tenant shall provide invoices or other reasonable documentation to Landlord for any and all such costs that Tenant incurs and that it seeks to recover from credits against monthly Base Rent.

(e) Additional Advancement of Funds. Tenant also agrees to advance to Landlord up to \$85,000 to engage ARCO to prepare any necessary drawings for the Leasehold Improvements. Such amounts will be paid within seven (7) days of execution of this Lease and delivery of an executed agreement between ARCO and Tenant. At Landlord's option, Tenant's Base Rent shall be reduced by any amounts advanced by Tenant under this provision until such amounts are paid in full or Landlord shall reimburse Tenant for all such costs on or before September 30, 2013. If Landlord has not paid Tenant on or before September 30, 2013, the Landlord shall have been deemed to have elected to give Tenant a credit against the monthly payments of Base Rent.

(f) Draw on Letter of Credit. In the event that Tenant's Security is applied, accessed, paid to, used and/or fully or partially drawn upon by Lender for any reason, or if Tenant exercises its option to otherwise pay off amounts owed by Landlord to finance construction in section 4(a)(iii), then Landlord agrees as follows:

(i) The Base Rent shall be reduced to the amount reflected on Schedule C attached hereto to remove from the Base Rent the component equal to the amortization of the cost of the capital expense amortization and Tenant Improvements; provided, however, that in the event less than the full amount of the Tenant Security is applied, accessed, paid, used or drawn, then Schedule C shall be revised to remove from the Base Rent the amortization of the amount of Tenant's Security so applied, accessed, paid, used or drawn; and

(ii) Not as a penalty, but as liquidated damages, the Base Rent (but not Operating Costs) shall be also abated for a period of fifteen (15) months beginning on the Commencement Date, or if after the Commencement Date, on the first of the month following the date after Tenant's Security is applied or drawn.

5. Sales and Use Tax. Any sales, use or other tax, excluding State and/or Federal Income Taxes imposed on Landlord, now or hereafter imposed on any payments required to be made under this Lease by the United States of America, the State, or any political subdivision thereof, shall be paid monthly or annually as required as Additional Rent by the Tenant notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on the Landlord. Landlord hereby places Tenant on notice that the State of Florida currently imposes a sales or use tax on the Base Rent and Additional Rent due under this Lease from Tenant at the rate of six per cent (6%), which tax is to be paid to Landlord as and when said payments of Base Rent and Additional Rent are made; provided in no event shall Landlord be entitled to double reimbursement for sales or use taxes.

6. Notices. For the purpose of notice or demand, the respective parties shall be served in writing either by personal delivery, by guaranteed overnight delivery service or by certified mail, return receipt requested, postage prepaid, addressed to the Landlord as shown on Page 1 hereof **and to** the Tenant at 900 N. Schmidt Road, Romeoville, IL 60446. Notice given by personal delivery or guaranteed overnight delivery shall be deemed received when receipt is acknowledged or delivery refused by the intended recipient.

7. Ordinances and Regulations. Landlord hereby represents that as of the Commencement Date (a) the Premises will comply in all material respects with all applicable governmental regulations, statutes and rules including, without limitation, the Americans with Disabilities Act pertaining to the Premises (but not to any specific disabled employees that Tenant may hire), b) all HVAC, mechanical, electrical, plumbing, dock leveling equipment, overhead doors, life safety and sprinkler systems will be in good and operable condition, (c) that the Premises are free of latent defects; and (d) the Premises are zoned for the use described in Paragraph 3(a). The Tenant, at its sole expense, hereby covenants and agrees that its use of the Premises shall comply with all the rules and regulations of the Board of Fire Underwriters and Officers or Boards of the City, County or State having jurisdiction over the Premises, and with all ordinances, regulations and governmental authorities wherein the Premises are located. Tenant shall not engage in any activity or inactivity which would constitute a nuisance. Tenant acknowledges that Landlord, its agents, representatives, and governmental authorities, including,

without limitation, Fire Marshals or Health Inspectors, may inspect the Premises at any reasonable time during normal business hours for compliance with such rules and regulations and, in the event that Tenant is deemed to be in non-compliance with this Paragraph 7 or any governmental rules, regulations or ordinances, then Tenant shall promptly remedy such non-compliance, paying all costs, expenses, fees or fines associated therewith and, in the event Tenant does not promptly remedy such noncompliance, then Landlord may, but is under no obligation to, remedy the same and recover all expenses relating thereto from Tenant.

8. Signage. The Tenant will not place any signs or other advertising matter or materials except those included in the plans and specifications on the exterior of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord may adopt and construct signage for the Park, in which event the costs and expenses associated therewith shall be included in the Park Operating Costs. Landlord may include an appropriate sign for Tenant on such signage which shall be subject to the reasonable approval of Tenant.

9. Utilities and Maintenance.

(a) Utilities. Except as specifically set forth to the contrary in this Lease, Tenant shall pay the cost of water, gas, electricity, fuel, light, heat, power, janitorial, trash collection, security services and all other utilities or services furnished to the Premises or used by Tenant in conjunction therewith. Tenant hereby agrees not to place hazardous or toxic substances or materials in the trash collection facilities, wastewater or sewage systems serving the Premises in violation of any law, regulation, or ordinance. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities to the Premises unless such interruption is due solely to the willful act or gross negligence of Landlord.

(c) Tenant's Obligations of Maintenance, Repair and Replacement. Subject to the provisions of Paragraphs 13 and 18(b)(viii) hereof, Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in the condition existing at the delivery date excepting only ordinary wear and tear, and otherwise in good state of condition and repair except as hereinafter provided with respect to Landlord's obligations. Tenant's obligations shall include, without limitation, the maintenance, repair and replacement of any (i) interior doors, (ii) interior window panes, (iii) interior window glazing, (iv) plumbing fixtures, supply lines and their connections to the main plumbing pipes within the Premises, (v) the free flow of sewage from the Premises, (vi) electrical equipment, fixtures and lights located in the Premises, (vii) electrical wire, equipment and conduits from the main breaker located at or within the Premises, (viii) and air conditioning and refrigeration systems servicing the Premises. Tenant shall not be held responsible for any plumbing or water line repairs or maintenance beyond the lines that exclusively service Tenant's Premises unless damaged by Tenant, its agents, employees, or contractors. Tenant shall obtain a standard service contract for the repair and maintenance of the heating and air conditioning and refrigeration system servicing the Premises. A duplicate copy of such contracts and any amendments or renewals thereof shall be delivered to Landlord within fifteen (15) days after Tenant first obtains such contract, renewal or amendment. The cost of all

repairs and replacements to the Premises caused by the act, omission or negligence of Landlord, its agents, employees or contractor, shall be at Landlord's sole cost and expenses. If the Tenant refuses to properly carry out any maintenance, repair and replacement as required pursuant to this Paragraph 9, Landlord may, but shall not be obligated to, upon fifteen (15) days' prior written notice (except in the case of emergency) perform such maintenance or repair without being liable for any loss or damage that may result to Tenant's merchandise, fixtures or other property and Tenant shall pay to the Landlord upon demand the Landlord's costs relating to any such maintenance or repair. The Tenant agrees that the making of any maintenance, repair and replacement by the Landlord pursuant to this Paragraph 9 is not a re-entry or a breach of any covenant for quiet enjoyment contained in this Lease.

(d) Landlord's Obligations of Maintenance, Repair and Replacement. Subject to the conditions set forth herein and the provisions of Paragraphs 13 and 18(b)(viii) hereof and notwithstanding the preceding Paragraph 9(b), Landlord shall repair and maintain only the roof, foundation and load-bearing walls of the Building and Premises, exterior wall assemblies, exterior weather walls, exterior doors, exterior window casements and glazing, subfloor, structural columns and beams, any sprinkler system installed by Landlord for the control of fire, underground water and sewer pipes to the point of connection with plumbing fixtures (unless such utilities and pipes are required to be maintained by a third party), and electric wires from the transformer up to the main breaker located at the Premises (unless such utilities, wires and equipment are required to be maintained by a third party). All repairs and replacements to the Premises caused in part or in whole by breaking or entering or the act, omission or negligence of Tenant, its agents, employees or contractors, shall be made at Tenant's sole cost and expense. Tenant hereby agrees to indemnify Landlord for all damages suffered by Landlord as a result of Tenant's use of the roof access rights, if any, granted in this Lease and Landlord will have no obligations with respect to maintenance or repair of the roof if Tenant, its agents, servants, employees or invitees enter upon the roof of the Premises without prior written consent as required hereby (except in an emergency) regardless of whether such entry caused or necessitated the need for such repair or maintenance. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to Landlord by Tenant or Landlord acquires actual notice thereof. In the event Tenant fails to notify Landlord in accordance herewith of any defective condition actually known to Tenant which Landlord is required to repair hereunder and if Landlord does not have actual notice of the condition, Tenant shall be responsible to Landlord for any extraordinary costs and expenses, as well as damages and liabilities incurred by Landlord which are proximately caused by Tenant's failure to so notify Landlord. Except in the case of Landlord's negligence, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from Landlord's reasonable exercise of its right to make of any repairs, alterations, or improvements in or to any portion of the Premises, Property, or the Park or in or to fixtures, appurtenances and equipment therein, provided Landlord shall take commercially reasonable measures to minimize material interference with Tenant's business. Tenant waives the right to make repairs at Landlord's expense or to withhold rent for non-repair under any law, statute or ordinance now or hereafter in effect except in the event of an emergency; provided,

however, Tenant may, at its option and Landlord's expense, make any repairs that Landlord has failed to make hereunder after an additional fifteen (15) days written notice from Tenant. Landlord shall be entitled to reimbursement for repairs, maintenance and replacements made by Landlord unless such expenses will be capitalized over a period of greater than five (5) years under GAAP, this Lease constituting a "triple net" lease as between Tenant and Landlord.

10. Alterations. Tenant shall not make additions, alterations, changes or improvements in or to the Premises or any part thereof (excluding trade fixtures and typical office partitions) without the prior written consent of Landlord, which consent shall not be unreasonably withheld with respect to alterations, changes or improvements which do not affect the structure, tenant improvements, outward appearance of the Premises, parking or other code or infrastructure related requirements. In the event that Landlord consents to such additions, alterations, changes or improvements (or Tenant makes such alterations, changes or improvements without Landlord's written consent), then all additions, alterations, changes or improvements shall be constructed at Tenant's sole expense and shall, upon completion thereof, become the property of Landlord; provided, however, Landlord may, at its option, require Tenant, at Tenant's sole cost and expense, to remove any such additions, alterations, changes or improvements, including, without limitation, cabling and wiring, at the expiration or sooner termination of this Lease, and to repair any damages to the Premises caused by such removal provided Landlord has informed Tenant of such requirement at the time of Landlord's approval. Notwithstanding the forgoing, in no event shall Tenant be required to remove any of the Leasehold Improvements or any work done to the Premises prior to Tenant taking possession of the Premises, including without limitation the work to be performed in the Work Letter attached hereto as Exhibit D, and/or any freezer or cooler. Tenant hereby agrees to indemnify and defend Landlord against, and shall keep the Premises, Property and Park free from all mechanics' liens and other such liens arising from any work performed, material furnished, or obligations incurred by Tenant or at the direction of Tenant in connection with the Premises, and agrees to obtain the discharge of any lien which attaches as a result of such work immediately after such lien attaches or payment for the labor or material is due. Notice is hereby given to all Tenant's contractors, subcontractors, materialmen or suppliers that Landlord is not liable for any labor or materials furnished to Tenant on credit and no mechanics' or other liens shall attach to or affect Landlord's interest in the Premises, Property or Park as a result thereof.

11. Quiet Enjoyment. The Landlord covenants and agrees that Tenant, upon paying the rent and performing the covenants herein required, shall and may peaceably and quietly hold and enjoy the Premises for the term aforesaid subject, nevertheless, to the terms of this Lease and to any mortgages, leases, agreements and encumbrances to which this Lease is or may be made subordinate. Tenant agrees to occupy and use the Premises in such a manner so as to not disturb the quiet enjoyment of any other part of the Property or Park by the other owners and tenants thereof.

12. Landlord's Right to Inspect and Enter. Landlord, its current and prospective lenders, insurers, brokers and agents shall have the right upon twenty-four (24) hours' advance notice (which may be oral and may be given to a representative of Tenant at the Premises),

during normal business hours during the term of this Lease (or at any time in the event of an emergency), to enter the Premises for the purpose of examining or inspecting same and of making such repairs or alterations therein as the Landlord shall deem necessary, and may, at any time within twelve (12) months immediately preceding the expiration of the specified term show the Premises to others for the purpose of rental and may affix to suitable parts of the Premises, Property and Park a notice of Landlord's intention to lease or sell same.

13. Fire or Casualty. If the Premises are damaged by fire or other casualty, Landlord will, subject to the provisions of any Subordination, Non-disturbance and Attornment Agreement entered into pursuant to this Lease, promptly repair the damage and restore the following portions of the Premises to their condition existing immediately prior to the occurrence of the casualty: the roof, load bearing walls, foundation, utility infrastructure originally provided by Landlord, exterior wall assemblies, exterior weather walls, subfloor, structural columns and beams, and the Leasehold Improvements made by Landlord pursuant to Paragraph 4 of this Lease. If the reasonable time for completing any such restoration or repair is longer than one hundred fifty (150) days, Tenant shall have the option to terminate this Lease as to the Premises so damaged by giving notice of termination to the other party, which notice shall be given within thirty (30) days after the date of the casualty or given by Tenant within thirty (30) days after notice from Landlord that restoration will take longer than one hundred fifty (150) days. In the event Landlord repairs and restores those portions of the Premises which it is required to repair or restore pursuant to this Paragraph 13, Tenant shall promptly make, at its sole cost and expense, all other repairs and replacements to the Premises which are required to restore the Premises to substantially the same condition existing immediately prior to such casualty. Notwithstanding anything to the contrary herein, if the damage or destruction to the Premises occurs within one (1) year of the expiration of the then existing term of the Lease or if the damage or destruction to the Premises is so substantial that it has destroyed the Premises to the extent of fifty per cent (50%) or more of the replacement cost thereof, Tenant may either exercise any existing option to extend, in which event, Landlord shall rebuild, or either Landlord or Tenant shall have the option to terminate the Lease to the Lease Premises so damaged by giving written notice to the other within thirty (30) days after the date of the casualty. The Base Rent shall abate from the date of the casualty in proportion to the impairment of the use that Tenant can reasonably make of the Premises until the Premises are restored so they can be occupied by Tenant or until the Lease is terminated in accordance with this Paragraph 13. The Landlord shall not be liable, regardless of cause, for any inconvenience or interruption of the business of the Tenant occasioned by fire or other casualty. Notwithstanding anything to the contrary in this Lease, Landlord shall have no obligation to insure the Premises, or any portions thereof or any contents, property or other items located therein, either presently or in the future, except as required by its lender.

14. Condemnation. If the Premises or Property is taken by eminent domain or condemnation or voluntarily transferred to such authority under the threat thereof, Landlord may, at its sole option, terminate the Lease by giving written notice to Tenant within forty five (45) days after notice of taking, which termination shall be effective on the date of taking. If a portion of the Premises is taken and if by reason of such taking, Tenant's operation on or access

to the Premises is materially impaired, Tenant shall have the option to terminate this Lease by giving written notice to Landlord within forty five (45) days after notice of taking. After such taking and as of such date, the rent will be adjusted in proportion to the impairment of the use that Tenant can reasonably make of the balance of the Premises. If the Premises are damaged or if access to the Premises is impaired by reason of such taking and neither Landlord nor Tenant elects to terminate this Lease as provided herein, Landlord will promptly rebuild or repair the damage to the extent possible within the limitations of the available condemnation award. Tenant hereby waives any and all rights it may have in all condemnation awards including, without limitation, loss of or damage to its leasehold estate, and hereby assigns said claims to Landlord except such awards as are separately and specifically awarded to Tenant for its separate personal property, moving expenses and business damages.

15. Assignment and Sublease. Tenant may not assign its interest in the Lease or sublet all or any portion of the Premises at any time to any party without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant may, however, assign this Lease or sublet all or any portion of the Premises without Landlord's prior written consent provided the assignee or sublessee has a favorable business reputation and will have, after the sublease or assignment, a GAAP net worth equal to or greater than the Tenant immediately preceding the transfer and (i) the assignee is an entity resulting from a merger or consolidation, (ii) the entity has succeeded to the business and assets of Tenant, (iii) the entity is a subsidiary or affiliate of Tenant, or (iv) the entity controls, or is under common control with Tenant. Tenant agrees to obtain from a proposed assignee all information reasonably required by Landlord to make said determination. Tenant may not otherwise transfer, hypothecate, mortgage or pledge its interest in the Lease without Landlord's prior written consent which may be arbitrarily withheld.

16. Holdover. Except as set forth to the contrary herein, any holding over by the Tenant after the expiration of this Lease shall be construed as a tenancy at sufferance (unless such occupancy is with the written consent of the Landlord) in which event the Tenant will be a tenant from month to month, upon the same terms and conditions of this Lease, except that Base Rent for such holdover period shall be equal to 150% of the Base Rent rate in effect for the month preceding such holdover. Acceptance by the Landlord of rent after such termination shall not constitute a renewal.

17. Subordination. This Lease shall be subject and subordinated at all times to the terms of any and all ground or underlying leases which may hereafter be executed affecting the Premises, Property or the Park and to the liens of any and all mortgages or deeds of trust in any amount or amounts whatsoever, whether now existing or hereafter created, encumbering all or any combination of the Premises, the Property or the Park without the necessity of having further instruments executed by the Tenant to effect such subordination. In furtherance thereof, Tenant acknowledges that Landlord shall not have the authority, without first obtaining the written consent of any mortgagee, to consent to the cancellation or surrender of this lease, or accept prepayment of rents, issues or profits under the lease, other than as provided for in this Lease, nor to modify this Lease so as to shorten the term, decrease the rent, accelerate the payment of

rent, or change the terms of any renewal option, and any such purported assignment, cancellation, surrender, prepayment or modification made without the written consent of the mortgagee shall be void as against the mortgagee. Notwithstanding the foregoing, Tenant and Landlord and all Lenders or Lessors shall have executed a Subordination, Non-disturbance and Attornment Agreement in a form reasonably acceptable to the parties and consistent with section 4(b). Landlord and Tenant agree to execute such further instruments, evidencing such subordination of this Lease to such ground or underlying leases and to the lien of any and all such mortgages or deeds of trust as may be reasonably requested by the other party. If Tenant shall fail to execute and deliver such instruments within fifteen (15) days of Landlord's request, Landlord is hereby granted power of attorney to execute such instruments in the name of Tenant as the act and deed of Tenant, and this authorization is hereby declared to be coupled with an interest and is irrevocable during the term of this Lease. In the event of termination, for any reason whatsoever, of any underlying lease, or if the Premises, Property or Park is sold to a purchaser, or any mortgage holder or holder of deed of trust succeeds to ownership of the Premises, Property or Park by reason of a foreclosure, deed in lieu of foreclosure or otherwise, then Tenant shall, at such successor's request, be and become the tenant of such underlying landlord, purchaser, mortgagee or holder of deed of trust and shall attorn to same under this Lease.

18. Indemnity, Waiver and Insurance.

(a) i) Tenant's Indemnity. Tenant will indemnify, defend and save Landlord, its employees, agents and contractors, harmless from and against any and all actions, damages, liability and expenses in connection with the loss of life, personal injury, property damage, or loss or damage of whatever nature, to third parties caused by or resulting from, or claimed to have been caused by or to have resulted from, any act, omission or negligence of Tenant or Tenant's subtenants, concessionaires, agents, employees, servants and contractors; provided the indemnity herein shall not apply (i) to the extent caused by the willful act or negligence of Landlord, its agents, contractors, or employees; or (ii) to the extent caused by Landlord's failure to perform any obligations under this Lease. This indemnity, defense and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or any proceedings brought thereon or the defense thereof including, without limitation, court costs and reasonable attorneys' fees. If the property of Tenant shall be injured, lost or damaged by theft, fire, water or steam or in any other way or manner whether similar or dissimilar to the foregoing, no part of said injury, loss or damage is to be borne by the Landlord or its agents. Tenant agrees that Landlord shall not be liable to Tenant or Tenant's agents or subcontractors for any injury, loss, or damage that may be caused by or result from the act, omission, default or negligence of any persons occupying adjoining premises or any other part of the Property, except to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees or subcontractors. In case the Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, the Tenant shall protect, indemnify, and defend with counsel reasonably acceptable to Landlord, and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

Landlord agrees to give Tenant timely notice of any claims for which indemnity will be sought. The obligations set forth in this paragraph shall survive the expiration or sooner termination of the Lease.

ii) Landlord's Indemnity. Landlord will indemnify, defend and save Tenant, its employees, agents and contractors harmless from and against any and all actions, damages, liability and expenses in connection with the loss of life, personal injury, property damage, or loss or damage of whatever nature, to third parties caused by or resulting from, or claimed to have been caused by or to have resulted from, any act, omission or negligence of Landlord or Landlord's subtenants, concessionaires, agents, employees, servants and contractors; provided the indemnity herein shall not apply (i) to the extent caused by the willful act or negligence of Tenant, its agents, contractors, or employees; or (ii) to the extent caused by Tenant's failure to perform any obligations under this Lease. This indemnity, defense and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or any proceedings brought thereon or the defense thereof including, without limitation, court costs and reasonable attorneys' fees. In case the Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Landlord, the Landlord shall protect, indemnify, and defend with counsel reasonably acceptable to Tenant and hold Tenant harmless, and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Tenant in connection with such litigation. Tenant agrees to give Landlord timely notice of any claims for which indemnity will be sought. The obligations set forth in this paragraph shall survive the expiration or sooner termination of the Lease.

(b) Insurance Required of Tenant. Tenant will carry and maintain, at its sole cost and expense, the following types of insurance with respect to the entire Premises, in the amounts specified and in the form hereinafter provided for:

i) Comprehensive General Liability Insurance. Comprehensive general liability insurance with a combined single limit of not less than \$2,000,000.00 per occurrence for bodily injury and property damage insuring against legal liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad Form Comprehensive General Liability Endorsement, including personal injury and advertising liability, contractual liability and premises medical payments.

ii) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with a limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage for both owned and non-owned vehicles.

iii) Commercial Umbrella Liability Insurance. Tenant shall also carry and maintain commercial umbrella liability insurance with a limit of not less than \$2,000,000.00 per occurrence.

iv) Property Insurance. "All Risk" property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than the full replacement value of the Premises and all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed therein.

v) Workers' Compensation Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State where the Premises are located.

vi) Policy Form. All policies of insurance provided for herein shall be issued by insurance companies with general policyholders' rating of not less than "A" Class VI as rated in the most current available "Best's Insurance Reports" and licensed to do business in the State of Florida and in good financial standing, and general liability and umbrella liability policies shall be issued in the names of Landlord, Tenant and other such persons or firms as Landlord specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and others specified in this Lease, and certificates of insurance enumerating the above coverages and naming Landlord as an additional insured shall be delivered to the Landlord within fifteen (15) days after delivery of possession of the Premises to Tenant and thereafter within fifteen (15) days prior to the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by the Tenant in like manner and amounts and to like extent. All certificates delivered to the Landlord must contain a provision that Tenant's Insurer will endeavor to give thirty (30) days' notice in writing in advance of any cancellation or lapse or any material change in coverage. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with and not as excess coverage to that which the Landlord may carry.

The minimum limits of the liability policies of insurance set forth in subparagraphs 18(b)(i)-(iii) above shall be subject to reasonable increase at any time, and from time to time provided the total coverages required to be maintained by Tenant are either required by its mortgagee or are not substantially greater than the limits generally required to be maintained by tenants occupying similar space for comparable uses in the City of St. Augustine, Florida within thirty (30) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence of Tenant's compliance with such demand.

Tenant agrees, at its own expense, to comply with all rules and regulations of the Fire Insurance Rating Organization having jurisdiction of the Premises and to comply with all requirements imposed by Landlord's insurance carrier, if any. If gas is used in the Premises, Tenant shall install, at its expense, both manual and automatic gas cutoff devices.

vii) Failure of Tenant to Obtain Insurance. In the event that Tenant fails to timely procure and/or continuously maintain any insurance required by this Section 18, or fails to

carry insurance required by law or governmental regulation, Landlord may (but without obligation to do so and without notice to Tenant) at any time and from time to time, and in addition to all other remedies available to Landlord, procure such insurance and pay the premiums therefor, in which event Tenant shall repay the Landlord all sums so paid by Landlord, together with interest thereon at the Default Rate, and any incidental costs or expenses incurred by Landlord in connection therewith, within fifteen (15) days following Landlord's written demand to Tenant for such payment.

viii) Waiver of Liability. Neither Landlord nor Tenant shall be liable to each other or to any insurance company insuring the other party (by way of subrogation or otherwise) for any loss or damage to their respective properties including, without limitation, any building, structure or other real or personal property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of the other party, its agents, employees or contractors. Tenant and Landlord shall, upon obtaining any policies of insurance, give notice to the insurance carrier or carriers that the foregoing mutual waiver is contained in this Lease.

19. Access and Operation. Tenant shall have access to the Premises at all hours of the day or night, provided however, Landlord shall have the right to adopt reasonable rules and regulations governing access to the Premises after normal business hours. Tenant understands and agrees that Landlord shall have no duty to provide security services to Tenant or Tenant's employees, agents, contractors, or invitees, the Park, Property or the Premises and Tenant shall look to the public police force, independent security services or the like, for security protection. If Landlord, from time to time, provides security services, the costs of such shall be borne by the tenants of the Park as a part of Operating Costs.

20. Default. It is mutually agreed that in the event i) Tenant shall fail to make payment of Base Rent or Additional Rent herein reserved within ten (10) days after written notice that same is delinquent provided notice of a payment default will not be given more than two (2) times in any given twelve (12) month period; or ii) if Tenant shall fail to perform any of the material terms, covenants, conditions, or provisions of this Lease other than Tenant's requirement to pay Base Rent or Additional Rent, and to cure such failure within thirty (30) days after written notice thereof from Landlord or, if the length of time necessary to cure such default is greater than ten (10) days, shall have commenced to cure and shall diligently pursue such curative action; or iii) if Tenant shall file a voluntary petition under any bankruptcy, or insolvency law; or iv) an involuntary petition shall be filed against Tenant under any bankruptcy or insolvency law and such proceeding is not dismissed within sixty (60) days of the commencement date; or v) if a receiver is appointed for Tenant's property and such proceeding is not dismissed within sixty (60) days of the commencement date; or vi) if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Base Rent or Additional Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or vii) if Tenant makes an assignment for benefit of creditors; then, in any of said events, default shall be deemed to occur hereunder and Landlord, at its option, may at once or at any time thereafter, proceed according to one or more of the

following courses of action, to the fullest extent permitted by law:

(a) Landlord's Right to Cure. Landlord may, with or without terminating this Lease, immediately or at any time thereafter, reenter the Premises and perform, correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of Tenant under this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable costs and expenses incurred by Landlord in such performance, correction or repairing including, without limitation, interest at the Default Rate.

(b) Demand for Possession. Landlord may, with or without terminating this Lease, immediately or at any time thereafter, demand in writing that Tenant vacate the Premises and, unless otherwise requested by Landlord, thereupon Tenant shall vacate the Premises and, unless otherwise requested by Landlord, remove therefrom all property thereon belonging to or placed in the Premises by, at the direction of, or with the consent of Tenant, within three (3) days of receipt by Tenant of such notice from Landlord (which notice may be given by U. S. Mail, certified mail, hand delivery, guaranteed overnight delivery service or, if Tenant is absent from the Premises, by posting), whereupon Landlord shall have the right to reenter and take possession of the Premises. Any such demand, reentry and taking possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord.

(c) Re-letting. Landlord may, with or without terminating this Lease, immediately or at any time thereafter, re-let the Premises or any part thereof for such term, at such rental and upon such other terms and conditions as may be commercially reasonable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting; and Tenant shall pay all commercially reasonable costs of such re-letting including attorneys' fees, and brokerage commissions; and if this Lease shall not have been terminated Tenant shall continue to pay all Base Rent and Additional Rent and all other charges due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and other charges collected from any such subsequent tenant or tenants and the Base Rent and Additional Rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the Base Rent and Additional Rent reserved herein except that such excess, if any, shall be applied against the costs incurred by Landlord as a result of the defaults.

(d) Termination. Landlord may immediately, or at any time thereafter, terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination. Upon such termination, Landlord shall recover from Tenant all damages Landlord has suffered or may suffer by reason of such termination including, without limitation, unamortized sums expended by Landlord for construction of tenant

improvements, all arrearages in Base Rent and Additional Rent, costs, charges, and reimbursements, the cost (including court costs and reasonable attorneys' fees) of recovering possession of the Premises and the cost of any alteration of or repair to the Premises which is necessary or proper to prepare the same for reletting. In addition thereto, Landlord, at its election shall have and recover from Tenant either i) an amount equal to the excess, if any, of the total amount of all Base Rent and Additional Rent to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of this Lease, reduced to present value, or ii) the Base Rent and Additional Rent and other charges which Landlord would be entitled to receive from Tenant pursuant to the provisions of this Paragraph 20 herein if this Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of one of the two immediately preceding alternative recoveries within thirty (30) days of the notice of termination by Landlord to Tenant as described in this Paragraph 20(d).

(e) Acceleration. Landlord may, by written notice to Tenant, accelerate all sums to become due under this Lease for the remainder of the term in conjunction with the exercise of any remedy available to it in this Lease or otherwise, but only following the occurrence of a monetary default.

If Landlord reenters the Premises or terminates this Lease pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such reentry or termination by Landlord. No such reentry or termination shall be considered or construed by Tenant to be a forcible entry.

(f) Attorneys' Fees and Costs. In the event litigation arises out of or under the terms of this Lease, the prevailing party shall be entitled to collect from the non-prevailing party all costs incurred by the prevailing party including, without limitation, court costs, investigation costs and reasonable attorneys' fees, whether same are incurred before trial, at trial or on appeal.

(g) No Waiver by Landlord. Nothing herein contained shall be deemed to be a waiver by Landlord of its statutory lien for rent, and the remedies, rights and privileges of Landlord in the case of default of Tenant as set forth above shall not be exclusive and in addition thereto Landlord may also exercise and enforce all of its rights at law or in equity which it may otherwise have as a result of Tenant's default hereunder.

(h) Exercise of Remedies. Landlord may, at its sole discretion, in the event of any default hereunder, exercise the remedies afforded it either solely with respect to a specific Premises or as to the entire Premises subject to this Lease.

21. Hazardous Substances.

(a) Tenant covenants and agrees that it shall not cause or permit any Hazardous Substances (the "Hazardous Substances" as hereinafter defined) to be installed, placed, stored, held, located, released or disposed of in, on, at, or under the Premises, the

Property, or the Park without Landlord's prior written consent, which consent may be unreasonably, and in Landlord's sole discretion, withheld. Tenant further covenants and agrees to indemnify Landlord for any loss, cost, damage, liability or expense (including without limitation, attorneys' fees and other costs of legal representation) that Landlord might ever incur because of Tenant's failure to comply with the provisions of the immediately preceding sentence. This indemnification is to survive the expiration or other termination of this Lease.

(b) Landlord warrants and represents that any use, storage, treatment, or transportation of Hazardous Substances which has occurred in or on the Premises before the Commencement Date will have been in compliance with all applicable federal, state and local laws, regulations, and ordinances. Landlord additionally warrants and represents that, to its knowledge, no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, or under the Premises and that the Premises will be free of Hazardous Substances as of the Commencement Date. Landlord further covenants and agrees to indemnify Tenant for any loss, cost, damage, liability or expense (including without limitation, attorneys' fees and other costs of legal representation) that Tenant might ever incur because of Landlord's failure to comply with the provisions of the immediately preceding sentence. This indemnification is to survive the expiration or other termination of this Lease.

(c) For the purposes of this Paragraph 21, Hazardous Substances shall mean and include all those substances, elements, materials or compounds that are included in any list of hazardous or restricted substances adopted by the United States Environmental Protection Agency (the "EPA") or any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the EPA or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued, or promulgated.

22. Rubbish Removal. Tenant shall keep the Premises clean, both inside and outside, unless such rubbish removal is provided by the Landlord, and will remove all refuse from the Premises. Tenant shall not burn any materials or rubbish of any description upon the Premises. Tenant agrees to keep all accumulated rubbish in covered containers and to have same removed regularly. In the event Tenant fails to keep the Premises in proper condition, Landlord may cause the same to be done for and on account of Tenant and Tenant hereby agrees to pay the cost thereof, together with interest at the Default Rate and an administrative fee equal to five per cent (5%) of the cost, on demand as Additional Rent.

23. Waiver of Liability. Except for any amount owed by either Tenant or Landlord pursuant to Section 18 above, Tenant agrees that, following completion of construction and delivery of the Premises by the Landlord to Tenant, it shall look solely to the estate and interest of the Landlord in the property subject to prior rights of any mortgagee of the property for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord, with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no

other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

24. Estoppel Letters. Within fifteen (15) days of the request of Landlord, any lender or prospective lender of the Property or Park, or at the request of any purchaser or prospective purchaser of the Property or Park, Tenant shall deliver an estoppel certificate, attaching a true and complete copy of this Lease, including all amendments relative thereto, and certifying with particularity, among other reasonable requests, i) when the last rent was paid; ii) when the next rent is due and in what amount; iii) stating whether the Tenant has prepaid any rent and, if so, how much; iv) stating whether to Tenant's knowledge either the Landlord or the Tenant is in default under the Lease and, if so, summarizing such default(s); and v) stating whether to Tenant's knowledge Tenant or Landlord has any offsets or claims against the other party and, if so, specifying with particularity the nature and amount of such offset or claim. Landlord shall likewise deliver a similar estoppel certificate within fifteen (15) days of the request of Tenant, any lender or prospective lender of Tenant, or at the request of any assignee or prospective assignee of the Tenant.

25. Late Charges and Default Interest. Any amount of Base Rent or Additional Rent not paid when due hereunder shall earn interest from the date of delinquency at a rate equal to the lesser of four (4) percentage points above the prime or "standard" rate of interest charged by Chase Manhattan Bank, New York, New York, or the highest rate allowed by law, but in no event shall such rate be less than ten percent (10%) (the "Default Rate").

26. Intentionally Deleted.

27. Successors and Assigns. Subject to the provisions of Paragraph 15 of this Lease, this Lease shall bind and inure to the benefit of the successors, heirs, and assigns of the parties hereto.

28. Relationship of the Parties. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto; it being understood and agreed that the method of computing rent, any provision contained herein, or any acts of the parties hereto shall not be deemed to create any relationship between the parties other than that of Landlord and Tenant.

29. Entire Agreement. It is agreed between the parties that neither Landlord nor Tenant nor any of their agents have made any statements, promises or agreements, verbally or in writing, in conflict with the terms of this Lease. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this Lease and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this Lease contains the entire agreement between the parties, and no rights are to be conferred upon either party until this Lease has been executed by Tenant and Landlord.

30. Construction of Language. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural. The paragraph headings and titles are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

31. Modification. No modification, alteration or amendment to this Lease shall be binding unless in writing and executed by the parties hereto.

32. Broker's Commission. Tenant covenants, represents, and warrants that Tenant has had no dealings or negotiations with any Broker or Agent in connection with the consummation of this Lease and Tenant covenants and agrees to pay, hold harmless and indemnify Landlord from and against any and all costs, expenses (including reasonable attorneys' fees before trial, at trial, and on appeal) or liability for any compensation, commissions, or charges claimed through Tenant by any broker or agent with respect to this Lease or the negotiation thereof. Landlord agrees to pay, hold harmless and indemnify Tenant from and against all costs, expenses (including reasonable attorneys' fees before trial, at trial, and on appeal) or liability for any compensation, commissions, or charges claimed through Landlord by Graham & Company, LLC, or any broker or agent with respect to this Lease or the negotiation thereof.

33. Provisions Severable. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

34. No Recording. This Lease shall not be recorded in the public records by either party hereto but upon delivery of the Premises to Tenant each party shall promptly complete and execute the Memorandum attached hereto as Exhibit F and either party may cause the same to be recorded.

35. Law and Venue. This Lease shall be enforced in accordance with the laws of the State of Florida. The agreed upon venue is St. Augustine, St. Johns County, Florida.

36. Execution; Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and may be introduced into evidence or used for any purpose without the production of the other counterparts. No modification or amendment of this Lease shall be binding upon the parties unless such modification or amendment is in writing and signed by Landlord and Tenant.

37. Authority. Each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly authorized and validly existing liability company, that Tenant is qualified to do business in the State of Florida, that the

corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the limited liability company is authorized to do so.

38. Force Majeure. If Landlord or Tenant shall be delayed in, hindered in or prevented from the performance of any act required hereunder (other than performance requiring the payment of a sum of money) by reason of strikes, lockouts by the general contractor or a major subcontractor, failure of power, inability to procure tenant specified materials, acts of God, prohibitive governmental laws, regulations or actions, riots, insurrection, the act, failure to act or default of the other party, or war, then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay.

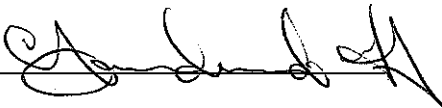
39. State Required Disclosure. The following disclosure is required to be made by the laws of the State of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks 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.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed as of the date of this Lease, by their respective officers or parts thereunto duly authorized.

LANDLORD:

Signed, sealed and delivered
in the presence of:

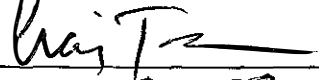


_____

FCDC PROPERTIES, LLC,
a Florida limited liability company

By: GRAHAM & COMPANY, LLC
a Delaware limited liability company,
Manager

By: 
Its: _____

Signed, sealed and delivered
in the presence of:

TENANT:

KEHE DISTRIBUTORS, LLC
a Delaware limited liability company

By:


~~Christopher Meyers~~

Its: Manager

GENE CARTER
EVP DIST.

**EXHIBIT A
PREMISES**

Suite 300 consisting of approximately 47,495 useable square feet as depicted on Schedule A-1 attached hereto

SCHEDULE A-1

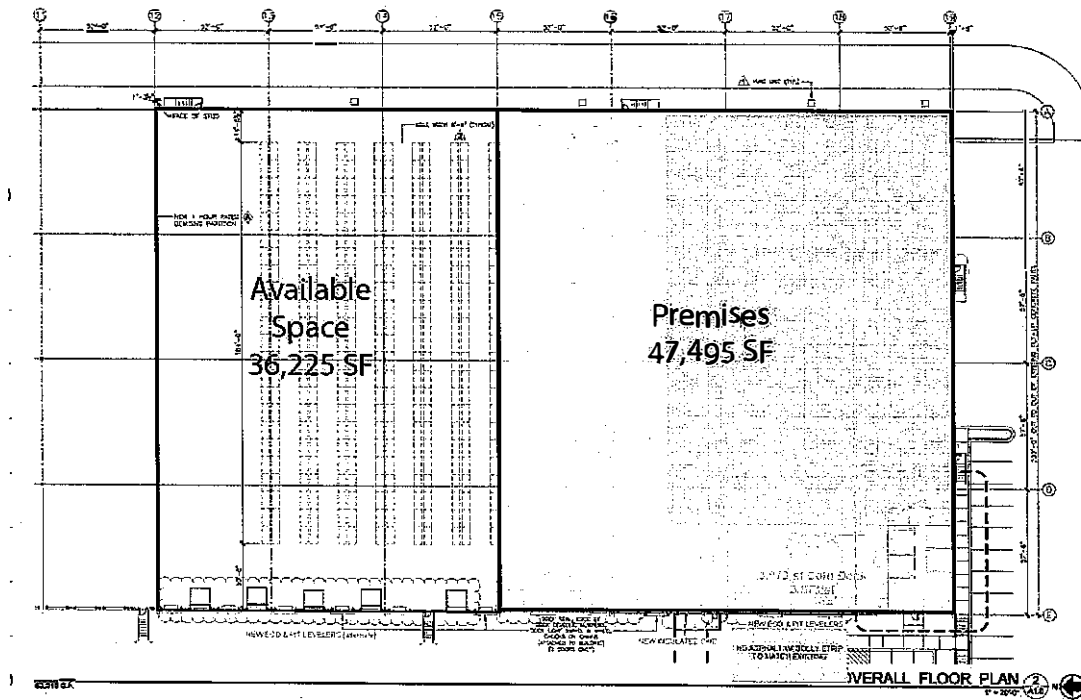
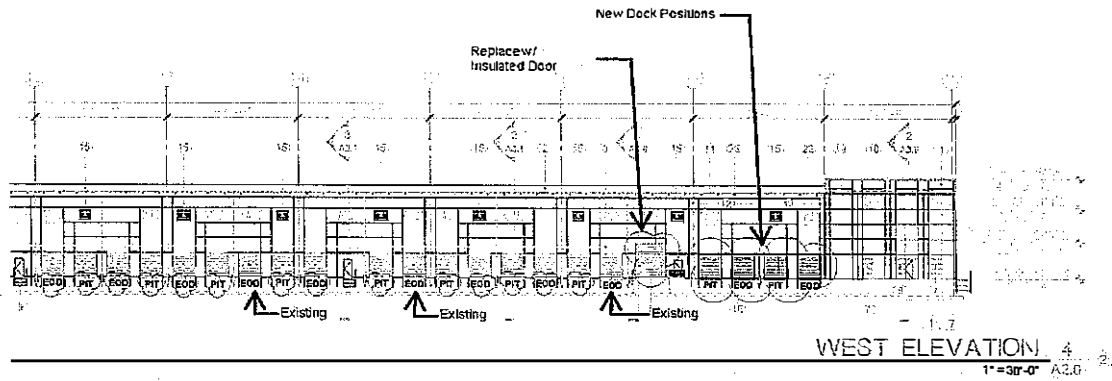


EXHIBIT B
LEGAL DESCRIPTION

A parcel of land lying in Section 9, Township 8 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commence at a point on the Westerly right of way line of Interstate Highway No. 95 marking the beginning of the Westerly right of way line for the limited access ramp to State Road No. 207, said point being 150 feet left of centerline Survey Station 7902+84.30 as shown on the right of way map for Section 78080-2405, State Road No. 9 (I-95), Sheet 7 of 16, approved 4-23-64; thence South 12°03'41" East along said Westerly right of way line for 595.19 feet to the Point of Beginning of the herein described parcel of land; thence continue South 12°03'41" East along said right of way line for 61.37 feet; thence South 84°12'50" West for 208.00 feet; thence South 05°17'15" East for 865.68 feet; thence South 36°38'20" West for 372.70 feet; thence South 53°21'40" East for 200.00 feet to an intersection with the Northerly right of way line of State Road No. 207; thence South 36°38'20" West along said Northerly right of way line for 826.88 feet; thence South 53°21'40" East along said right of way line for 18.00 feet; thence South 36°38'20" West along said right of way line for 491.18 feet; thence South 36°28'20" West along said right of way line for 308.98 feet; thence North 53°31'07" West for 284.69 feet; thence North 00°19'50" East for 690.70 feet; thence North 01°01'55" West for 463.97 feet; thence South 80°18'18" East for 6.50 feet; thence North 00°13'57" West for 638.45 feet; thence North 07°20'27" West for 195.06 feet; thence North 00°34'20" West for 796.98 feet; thence North 89°39'15" East for 269.17 feet; thence South 12°35'05" East for 451.21 feet; thence North 84°12'50" East for 727.30 feet; thence North 70°29'07" East for 257.03 feet; thence North 84°12'50" East for 61.37 feet to the Point of Beginning.

EXHIBIT "C"

Rent Schedule

Rent is as follows:

<u>Months</u>	<u>Monthly Base Rent*</u>	<u>CAM**</u>	<u>TOTAL***</u> (including sales tax)
1-12	\$55,268.54	\$5,026.55	\$63,912.80
13-24	\$55,743.49		
25-36	\$56,218.44		
36-48	\$56,732.97		
49-60	\$57,247.50		
61-72	\$57,801.61		
73-84	\$58,355.71		

*Monthly Base Rent is based on a fixed base rental rate in the first lease year of \$4.00 psf, capital expense amortization of \$0.95 psf (total budgeted capital cost of \$250,000) and Tenant Improvement Allowance of \$9.01 psf (total budgeted capital cost of \$2,362,980) amortized at a 7% annual cap rate over the initial term of the lease assuming a Commencement Date of July 1, 2013. In the event the Commencement Date is a day other than July 1, 2013, the expenditures for capital expense and tenant improvements will be re-amortized over the actual number of days in the initial lease term and the rent increased or decreased accordingly. Tenant may spend the budgeted capital cost of \$250,000 on improvements to the Premises and shall be reimbursed for such costs by Landlord upon delivery of invoices and lien releases for any such items that Tenant elects to incorporate in the Premises.

**The charge for Operating Costs is based on 2013 estimates. Actual Operating Costs may change in accordance with Paragraph 2 of the Lease. Accordingly, no Estimated Operating Costs or Estimated Total figures are provided for periods beginning after the first calendar year.

***Any changes in Operating Costs charged to the Tenant will result in a change in the Florida State Sales Tax and total rent paid by Tenant.

In the event the Tenant's Security is fully drawn, then in accordance with paragraph 4 of the Lease, the monthly Base Rent shall be reduced as follows:

<u>Months</u>	<u>Monthly Base Rent*</u>	<u>CAM**</u>	<u>TOTAL***</u> (including sales tax)
1-12	\$15,831.67	\$5,026.55	\$22,109.71
13-24	\$16,306.62		
25-36	\$16,781.57		
36-48	\$17,296.10		
49-60	\$17,810.63		
61-72	\$18,364.74		
73-84	\$18,918.84		

EXHIBIT C-1

Operating Costs Estimate-Calendar Year 2013

Property Taxes	\$0.49
Property Insurance	\$0.29
Landscape Maint.	\$0.15
Common Area Utilities	\$0.13
Misc. Maintenance	\$0.05
Property Mgmt	\$0.16
Total	\$1.27 psf

EXHIBIT D
WORK LETTER

Graham & Co.
Building Summary and Clarifications
for
KeHE in St. Augustine, FL

ARCO Proposal # AE1305
November 8, 2012

The 47,840 SF cold storage and dry distribution facility shall be constructed as follows in the
Palm Coast Data suite:

GENERAL REQUIREMENTS

1. We have included the St. John's County civil/site & building permits and review fees in our base proposal. Water & sewer tap and other municipal impact fees are **NOT included** in the base proposal at this time.
2. Per the provided existing building drawings, the building has a 32' clear-height. The underside of all box-in-a-box ceilings will be 28' above the finished floor. It is assumed that KeHE will stack product to a maximum height of 25' above the floor to avoid the need for in-rack sprinklers.
3. The layout of the -15F Freezer box is 130' wide (2 ½ bays) x 190' deep with a 99' wide x 40' deep +38F Cold Dock. The existing office area will remain with only improvements mentioned. All other finishes and spaces will be left as is.
4. Per the provided existing building drawings, we have assumed that the floor slab is 6" unreinforced bearing on 4" of compacted stone.
5. Per the provided documents, we have assumed that the subgrade under the existing parking area to be removed (and converted to truck apron/court) is structurally sound and suitable for the concrete and asphalt pavements requested.
6. All contractors' general conditions are included. Construction materials tests (subgrade compaction tests, concrete core samples, etc.) are by Graham & Co.

7. Civil, architectural, structural, mechanical, plumbing, fire protection, electrical and refrigeration engineering will be provided by ARCO.
8. General Liability and Builder's Risk insurance are included. A performance and payment bond is NOT included at this time.
9. **This proposal is valid for 30 days.**

SITEWORK & SITE IMPROVEMENTS

1. A new section of truck apron and truck court will be created in the area currently being occupied by the southwest car parking area. This will accommodate four (4) new dock positions. Extension of the concrete dolly strip is included as well as the installation of heavy duty asphalt pavement to accommodate the truck traffic.
2. The foundation and concrete wall panels at the new dock area is assumed to be constructed as drawn in the owner supplied plans to accommodate the new dock positions.
3. The Owner supplied plans indicate that stairs exist in the south lot to provide access from the lot to the office. Google satellite imagery indicates that they do not exist. ARCO D/B will connect a new sidewalk to the existing for pedestrian access from the south lot to the office.

FREEZER FLOOR

1. Demolition and haul-off of the existing chain link fence inside the Existing Dry Warehouse is included to accommodate the demolition of the floor for the new Freezer.
2. The existing concrete slab in the Freezer area will be sawcut and removed. In addition, a 10' wide x 12' deep section in front of the (2) forklift doors will also be removed.

3. The 4" stone base plus an additional 4" of subgrade material will be excavated and removed from the site. The 4" stone base will NOT be re-compacted at the bottom of the excavated Freezer area.
4. A 2" thick, 3,000 psi, unreinforced mud-slab is provided under the -15F Freezer.
5. Conduit and heat cables will be installed, with temperature probe thermostatic control, to keep the mud-slab and all other materials below from freezing.
6. 6" of 25 psi under-floor insulation is included on top of a 10 mil vapor barrier.
7. A 6" thick, 4,000 psi, reinforced (#3s @ 18" o.c.e.w.) concrete floor slab is included throughout the entire Freezer area on top of a 6 mil slip sheet. A surface densifier is included on all new slabs.
8. All floor joints in the Freezer, Cold Dock and Ambient spaces will be caulked full-depth.
9. Armor joint is included at all forklift door openings.

THERMAL ENVELOPE

1. Relocate roof access ladder/hatch to the east interior wall in the ambient area. Includes a new hatch and roof guardrail to meet OSHA requirements. Existing hatch will be left to remain as is.
2. 5" Urethane core insulated metal panels are included for all Freezer walls and ceilings with the exception of the wall between the Freezer and Cold Dock which will be 4" Urethane core.
3. 4" Urethane core insulated metal panels are included for all Cold Dock walls and ceilings.
4. Exposed columns in the Freezer will receive a column wrap (to isolate them from the freezer space) and an empty heat cable conduit for future use.

5. At all Cold Dock wall locations, except along the dock wall, a slot will be cut into the existing floor and filled with foam to minimize condensation potential through the floor slab.
6. Insulation under and around all new dock pits in the Cold Dock is included.
7. Insulated panel inserts are included at all existing wall louvers that will be blocked by the new Freezer or Cold Dock.
8. The existing electrical service area will be enclosed in an IMP closet that will end up in the cold dock.

THERMAL DOORS

1. 8' wide x 12' high, motor operated, single slab sliding insulated doors are included at (1) Freezer opening and the (1) Cold Dock opening.
2. A 8' wide x 12' high, motor operated, insulated high speed roll-up door with a manually operated single slab sliding insulated night door is included at (1) Freezer opening. A guardrail system to protect the night door in its open position is included.
3. Painted steel, 8" diameter U-guards (goalpost protectors) are included on each side of each of the (3) forklift openings.
4. (3) freezer personnel doors and (2) cooler personnel doors are included.
5. (1) FRP personnel door is provided from the Cold Dock to the Existing Open Office Area. The existing Warehouse access door will be removed and filled in with drywall to avoid direct access into the Freezer from the Office.
6. A triple pane, thermally broken window will be provided to match up with the existing Warehouse Office window into the new Cold Dock.

7. Painted steel, 6" diameter bollard protection is provided at the personnel doors.

DOCK DOORS & EQUIPMENT

1. The existing ramp door will be removed and replaced with an insulated version and a pair of track guards.
2. The four (4) new dock positions in the new Cold Dock will receive an insulated 9' x 10' manual dock door (trimmed out to the new IMP wall) and a pair of track guards. It is assumed that the existing dock doors already have track guards. Any secondary steel required to structurally support the new cut in doors is included.
3. (2) Cold Dock positions will receive a new, 6' wide x 7' deep, pit style leveler installed in a new, insulated, cut-in pit. (3) of the door locations in the Dry Warehouse will get a new, 6' wide x 7' deep, pit style dock leveler installed in a new cut-in pit.
4. (4) edge-of-dock levelers are included at the remaining dock doors locations in the Cold Dock and Dry Warehouse. (1) existing edge-of-dock leveler will be left as-is in the Dry Warehouse.
5. Pit leveler and edge of dock leveler locations are shown on revised layout drawing.
6. All pit leveler locations will receive dock seals (5 total).
7. Dock swingarm lights are included to provide one light per dock door.

IMP PROTECTION CURB & ANGLE

1. 6" deep x 8" tall (sloped down to 6") concrete curbing is provided at all IMP walls in the Freezer and Ambient. The (2) long walls in the Freezer, which are assumed to be protected by racking, will receive a 4 x 4 angle bolted to the floor to prevent pallet punch through in lieu of concrete curbing.
2. 12" deep x 24" tall (sloped down to 20") concrete curbing is provided at all IMP walls inside the Cold Dock.

HVAC

1. The existing rooftop units that are over the new Freezer will have their ductwork modified and the thermostats adjusted to provide air supply and return over the top of the Freezer/Cold Dock box. No other fans are included.
2. A baseboard heater is included in the new electrical closet.
3. The existing office HVAC duct drop that ends up in the way of the new Freezer IMP panel will be modified. The existing fire protection pipe drain that is also in the way of the new wall panel will be relocated.

FIRE PROTECTION

1. ARCO will tie into the existing bulk main and provide a new overhead system for the Freezer and Cold Dock. The new system will be installed above the ceiling and will have dry ESFR drop heads, properly sealed and insulated to prevent condensation. The system in the cold dock is single interlock; the system in the freezer is double interlock.
2. The existing ESFR system above the Freezer and Cold Dock will have the ESFR heads removed and replaced with conventional heads to protect the space above the box.
3. The existing ESFR system in the Ambient will be left as is.
4. All fire extinguishers as required by the local authorities.
5. Fire risers are assumed to be located as shown on the Owner supplied plans.

PLUMBING

1. All floor demolition and replacement required for new sanitary lines and hub drains is included.

2. The existing clean-outs that end up in the Freezer will be properly insulated and protected from freezing.
3. The existing main building incoming water feed that ends up in the Cold Dock will be rerouted outside the building, under the new truck apron, and tied in to the existing water feed located in the roof structure.
4. The existing water heater will be removed and replaced with a 6-gallon water heater mounted above the restroom ceiling to make room for the new IMP wall panel.

FREON REFRIGERATION

1. A commercial grade Freon refrigeration system is provided to keep the Freezer box at -15F and the Cold Dock at +38F.
2. The evaporators will be hung in the spaces, out of the way of the racking. The condensing units will be installed on the roof with refrigerant and electrical conduit penetrations through the roof membrane. All penetrations will be properly sealed and insulated as required to eliminate condensation inside the space.
3. All structural calculations and modifications required to mount the equipment on the roof is included.
4. Refrigeration condensate will be removed via hub drains that will be installed in the space.

ELECTRICAL

1. At this time, it is assumed that the existing Palm Data Suite electrical service is not adequate for the needs of KeHE. Therefore ARCO has included for a new aluminum electrical service from the existing transformer to the new KeHE space. All electrical requirements from the secondary feeder and beyond are the responsibility of ARCO. The new secondary feeder will run, via conduit, through the center vacant space, through the

demising wall and into the new KeHE space. Any modifications to the existing transformer or primary feeders, etc. are NOT included in ARCO's scope.

2. Power to all new equipment is included by means of distribution panels. ARCO reserves the right to locate the panels as it sees fit while keeping in mind the reasonable operations of KeHE.
3. Existing power and low voltage panels will be relocated as necessary to make room for the southernmost new dock position.
4. 6-lamp, T5 lights will be installed in the Freezer and Cold Dock areas to achieve 25 fc in their respective spaces. All new T5 fixtures will be operated by motion sensors.
5. All of the existing high-bay lights will be left in their current locations and assumed to not interfere with the Freezer and Cold Dock ceiling elevations. Most of the existing circuits in the Freezer/Cold dock locations will be reclaimed to power new fixtures inside the refrigerated spaces. Motion sensors are not included on the existing lights in the Dry Warehouse area. The existing fixtures that end up over the new freezer and cold dock will be removed and stockpiled.
6. All new or modified exit/emergency lighting is included to meet the requirements of the local jurisdiction.
7. The existing (4) battery chargers to the new Office/cold Dock IMP wall will be relocated. (2) new battery charger disconnects will be provided in the Ambient space. Connections from the disconnects to the chargers/batteries are by Others.
8. Any addition to or rework of the Fire Alarm system is included to meet the requirements of the local jurisdiction.

OFFICE BUILDOUT

1. (1) FRP personnel door is provided from the Cold Dock to the Existing Open Office area. The existing Warehouse access door will be removed and filled in with drywall to avoid

direct access into the Freezer from the Office. No other office improvements are included in the base pricing.

2. (2) new walls will be built with (2) doors (1 to a Trucker's area and 1 to the general office area) and (1) transaction window with ledge for Trucker check-in. See sketch provided. All drywall walls in the office area to be repainted. Flooring and ceilings to be left as-is.

EXCLUSIONS

1. Modifications to the above specifications or requirements due to final KeHE racking layouts.
2. Utility bills (including electricity, water, sewer, etc).
3. Furnishings, including but not limited to:
 - i) Office furniture and equipment.
 - ii) Material handling equipment and racking.
 - iii) Process equipment.
 - iv) Phone system.
 - v) Computer system.
4. Construction materials testing.
5. Site utilities (storm drainage, sanitary drainage, domestic & fire water).
6. Concealed conditions:
 - i. Unknown or unforeseeable conditions.
 - ii. Environmental assessment study or any testing for hazardous materials.
 - iii. Handling or removal of underground obstructions, i.e., trash, toxins, etc.
 - iv. Rock removal and/or remedial soils work.
7. Off-site improvements.

8. Foundation and sub-grade premiums:
 - i. Piers, pilings, etc.
 - ii. Undercutting/removal & replacement/stabilizing efforts.
9. Surveys:
 - i. Record plats.
 - ii. ALTA survey.
 - iii. Environmental survey.
 - iv. Subdivision surveys.
 - v. Associated legal fees.
10. Rooftop equipment screens.
11. Smoke vents, or smoke exhaust.
12. Fire protection modifications not mentioned in the clarifications.
13. Electrical or mechanical connections to process equipment or Owner supplied equipment.
14. Trash compactor.
15. Exterior wall or monument signage or electrical rough-in for signage.
16. Hazardous material storage.
17. Specialty electrical systems:
 - i. Primary power.
 - ii. Phone system.
 - iii. Data system.
 - iv. Emergency generator.
18. Factory mutual upgrades.

19. Bi-directional amplification systems.
20. Carbon monoxide detection systems.

EXHIBIT F

**MEMORANDUM OF LEASE AND NOTICE OF NON-LIABILITY PURSUANT TO
FLORIDA STATUTES SECTION 713.10**

THIS MEMORANDUM OF LEASE is made as of this _____ day of _____, 20____, between **FCDC PROPERTIES, LLC**, a Delaware limited liability company (the "Landlord"), with its place of business at 110 Office Park Drive, Suite 200 Birmingham, AL 35223, and _____, a _____ (the "Tenant"), with its principal place of business at _____.

WITNESSETH:

The Landlord and Tenant have entered into that certain Lease Agreement dated _____, 20____ (the "Lease") for space (the "Premises") located in Jacksonville, Florida on the real property more particularly described on Exhibit A attached hereto. The initial term of the Lease commenced on _____ and expires on _____. Tenant has _____ (_____) options to renew the Lease each for an additional _____ (____) year term provided Tenant is not then in default under the Lease and Tenant gives written notice to Landlord not less than two hundred seventy (270) days prior to the expiration of the original or then existing renewal term of this Lease.

This Memorandum is also being executed and recorded in the Public Records of Duval County to comply with the provisions of Florida Statutes Section 713.10 and to provide notice to all potential Lienors (as defined in Chapter 713, Florida Statutes) that the Lease provides that the Tenant may not subject the Landlord's interest in the Premises to any mechanics' or materialmen's liens. The section of the Lease prohibiting such liability provides as follows with respect thereto:

"Tenant hereby agrees to indemnify and defend Landlord against, and shall keep the Premises, Property and Park free from all mechanics' liens and other such liens arising from any work performed, material furnished, or obligations incurred by Tenant or at the direction of Tenant in connection with the Premises, and agrees to obtain the discharge of any lien which attaches as a result of such work immediately after such lien attaches or payment for the labor or material is due. Notice is hereby given to all Tenant's contractors, subcontractors, materialmen or suppliers that Landlord is not liable for any labor or materials furnished to Tenant on credit and no mechanics' or other liens shall attach to or affect Landlord's interest in the Premises, Property or Park as a result thereof."

All other terms and conditions of this Memorandum of Lease are as set forth in the Lease.

LANDLORD:

FCDC PROPERTIES, LLC,
A Delaware limited liability company

By: Graham & Company, LLC
a Delaware limited liability company, Manager

By: _____

Its: Manager

TENANT:

By: _____

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, as _____ of _____, a _____, on behalf of the _____. He/she is personally known to me or produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

LANDLORD:

FCDC PROPERTIES, LLC,
A Delaware limited liability company

By: Graham & Company, LLC
a Delaware limited liability company, Manager

By: _____

Its: Manager

TENANT:

By: _____

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, as _____ of _____, a _____, on behalf of the _____. He/she is personally known to me or produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
, as _____ of _____, a _____, on behalf of the
_____. He/she is personally known to me or produced
_____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary

EXHIBIT A
LEGAL DESCRIPTION TO MEMORANDUM

ADDENDUM

1. Options to Renew.

Landlord hereby grants to Tenant two (2) options to renew this Lease for an additional five (5) year term each provided Tenant is not then in default under this Lease and Tenant gives written notice to Landlord not less than two hundred seventy (270) days prior to the expiration of the original or then existing renewal term of this Lease. Monthly Base Rent for each renewal term shall be as follows:

Renewal Term 1:

<u>Date</u>	<u>Monthly Base Rent</u>
Months 97-108	\$20,066.64
Months 109-120	\$20,660.33
Months 123-132	\$21,293.59
Months 133-144	\$21,926.86
Months 145-156	\$22,560.13

Renewal Term 2:

<u>Date</u>	<u>Monthly Base Rent</u>
Months 157-168	\$23,232.97
Months 169-180	\$23,945.40
Months 181-192	\$24,657.82
Months 193-204	\$25,409.83
Months 205-216	\$26,161.83

All other terms and conditions of this Lease will remain in full force and effect during the renewal terms other than the requirement that Landlord provide Leasehold Improvements to the Premises as of the Commencement Date.

II. Expansion Rights.

Provided Tenant is not then in default under this Lease, Landlord hereby grants to Tenant a continuing right of first refusal during the initial term and any renewal term of this Lease to lease the space adjacent to and located within the same building as the Premises (the "Available Space") as depicted on Schedule A-1 attached to the Lease, as and when such space becomes available. Landlord agrees to offer such space to Tenant on the terms and conditions set forth in any offer received by Landlord before accepting such offer for the Available Space and will afford Tenant fifteen (15) days to notify Landlord in writing of Tenant's agreement to lease the Available Space on the pertinent economic terms of the offer. The failure of Tenant to timely

give written notice of such acceptance or rejection of the offer to lease the Available Space being offered shall be deemed a waiver of such right of first refusal for all purposes as to that Available Space until that space shall again become available during the initial or renewal term. If Tenant timely accepts such offer, Landlord shall prepare an amendment to this Lease to add that Available Space to the Lease. Unless otherwise agreed by Landlord in writing, Tenant's exercise of its right of first refusal at any time when less than twenty-seven (27) months remain in the lease term shall require the extension of the then applicable Lease term for all space subject to this Lease such that a minimum of two (2) years remains in the lease term from the date of Landlord's delivery of possession to such Available Space. If Tenant either affirmatively rejects Landlord's offer or is otherwise deemed to have waived or rejected such offer, Tenant shall pay to Landlord within twenty (20) days of Tenant's receipt of a bill therefor the costs of the improvements necessary to separate the Available Space from the Premises including, without limitation, construction of a demising wall and separating the electrical, water and sewer systems and life safety systems.