

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease ("Third Amendment") is made as of December 21, 2015, by and between Watson Land Company, a California corporation ("Landlord"), and Nature's Best Distribution, LLC, a California limited liability company (f/k/a Nature's Best) ("Tenant"). This Third Amendment amends and modifies the terms and conditions of that certain Lease dated December 22, 2006 as amended by that First Amendment to Lease dated July 1, 2009 and as amended by that certain Second Amendment to Lease dated June 5, 2015 (collectively, the "Lease"). Capitalized items that are not otherwise defined in this Third Amendment shall have the meanings ascribed to such terms in the Lease.

RECITALS

A. Landlord and Tenant previously entered into the Lease, setting forth the terms and conditions relating to Tenant's occupancy of that certain premises located at 16081 Fern Avenue, Chino, California (the "Premises"), and more fully described in the Lease.

B. Items 1.8 and 1.10 of the Basic Lease Provisions were not modified in the Second Amendment to reflect the increased Annual Tax Base Amount and Annual Landscape Base Amount during the first Extended Term covering December 1, 2017 through March 31, 2023.

C. Landlord and Tenant desire to amend the Lease to reflect the agreement of Landlord and Tenant to correctly state the Annual Tax Base Amount and the Annual Landscape Base Amount in the Lease.

AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The following is hereby added to the end of Item 1.8 of the Basic Lease Provisions:

"Effective December 1, 2017, the Annual Tax Base Amount shall be increased to Three Hundred Forty Nine Thousand Five Hundred Seventy Two and 00/100ths Dollars (\$349,572.00)."

2. The following is hereby added to the end of Item 1.10 of the Basic Lease Provisions:

"Effective as of December 1, 2017, the Annual Landscape Base Amount shall be increased to Forty Thousand Three Hundred Eight and 00/100ths Dollars (\$40,308.00)."

3. Except as specifically set forth in this Third Amendment, the Lease remains unmodified and in full force and effect, according to its terms.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment to Lease as of the day and year first written above.

WATSON LAND COMPANY,
a California corporation

Signature

Title

Printed Name

Date

Signature

Title

Printed Name

Date

NATURE'S BEST DISTRIBUTION
a California limited liability company
(f/k/a/ Nature's Best)

Signature

Title

Printed Name

Date

Signature

Title

Printed Name

Date

CONSENT OF GUARANTOR

The undersigned, as Guarantor of the Lease, hereby consents to all of the terms and conditions of this Third Amendment to Lease, and confirms and agrees that the terms of the Lease Guaranty Agreement dated June 5, 2015, remain in full force and effect, and shall apply to all of the obligations of Tenant under the Lease dated December 22, 2006.

GUARANTOR:

KeHE Distributors LLC
A Delaware limited liability company

By:  _____

Its: CFO _____

By: _____

Its: _____