

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is executed effective 6/26, 2020 by and between High Street Buildings, LLC, a Delaware limited liability company ("Landlord"), and KeHE Distributors, LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated April 28, 2017 (the "Lease"). Pursuant to the Lease, Tenant is leasing Premises located at 5415 East High Street, Suite 240, in Phoenix, Arizona. Such Premises consist of approximately 3,577 rentable square feet. The defined, capitalized terms used in the Lease shall have the same meanings when used herein.

B. Landlord and Tenant desire to amend the Lease as set forth in this Amendment.

NOW, THEREFORE, it is agreed as follows.

1. Lease Term. The Lease Term is hereby extended for the twelve (12) month period commencing November 1, 2020 and expiring October 31, 2021 (the "Extension Period"), on the terms and conditions set forth in the Lease, as modified by this Amendment.

2. Base Rent. Base Rent during the Extension Period will be \$10,731.00 (\$36.00 per rentable square foot per year).

3. Legal Matters.

3.1 Delivery and Notices. This Amendment and all later documents, such as amendments, (a) may be executed by electronic signature, (b) may be executed and delivered in counterpart, and (c) may be delivered electronically (provided, if requested by Landlord, Tenant shall deliver a manually executed original of any of the foregoing to Landlord). Electronic records and electronic signatures may be used in connection with the execution of this Amendment and such later documents, and the same shall be legal and binding and have the same full force and effect as if a paper original of this Amendment or such document had been signed using a handwritten signature. Landlord and Tenant (i) intend to be bound by electronic signatures and by documents and notices sent or delivered by electronic mail or other electronic means, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment or any later documents or notices based on the foregoing forms of signature or delivery. The foregoing does not prohibit the use of handwritten signatures or physical delivery. Notices under the Lease may be given as provided in the Lease or electronically as follows.

To Tenant: Email: legal@kehe.com

To Landlord: Email: cferguson@skbcos.com

3.2 Images. Tenant shall not use or license the use of (a) the name of the Building or the Project, or (b) any actual, digital, augmented or virtual image of all or any part of

6/26/20
#231

the interior or exterior of the Building or the Project for any purpose; Landlord reserves the exclusive right to all such usage and to all revenue associated with the same.

3.3 Condition of Premises. Tenant acknowledges that Tenant is currently in possession of the Premises and Tenant hereby accepts the Premises, the Building, and the Project (including the suitability of the Premises for the use permitted under the Lease) in "AS IS, WHERE IS" condition; provided, however, the foregoing acceptance shall not negate or alter Landlord's ongoing obligation to maintain, repair and replace the Premises and the Project in accordance with the terms and conditions of the Lease as extended hereby.

4. Acknowledgment. Tenant acknowledges and agrees that, to Tenant's knowledge, Landlord and all predecessor lessors have fully and timely performed each and all of their obligations under the Lease.

5. Effect of Amendment. Submission of this Amendment for review does not constitute an offer by Landlord to Tenant. This document may not be relied upon, nor may any claim for reliance or estoppel be made based upon this document, unless and until this document is fully executed and delivered by each party.


6. Representations. Tenant hereby represents and warrants to Landlord that (a) this Amendment constitutes the binding obligation of Tenant and is enforceable against the Tenant in accordance with its terms, (b) Tenant has not made any assignment, sublease, transfer, conveyance or other disposition of its interest in the Lease or in the Premises (including assignments for security purposes), (c) no consent of any third party is necessary for Tenant to execute, deliver and perform this Amendment, and (d) Tenant has engaged no broker regarding this Amendment. The person executing this Amendment on behalf of Tenant warrants his or her authority to do so.

7. Status of Lease. Except as expressly amended hereby, the Lease remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

TENANT:

KeHE Distributors, LLC,
a Delaware limited liability company

By: 
Name: Ryan Lawrence
Its: VP, Sales


LANDLORD:

High Street Buildings, LLC,
a Delaware limited liability company

By: High Street AZ, LLC,
a Delaware limited liability company
Its: Manager

By: SKB-High Street II, LLC,
an Oregon limited liability company
Its: Manager

By: ScanlanKemperBard Companies, LLC,
an Oregon limited liability company
Its: Operating Manager

By: 
Name: Todd M. Gooding
Its: President

CJ DB