
SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

dated as of August 31, 2020, by and among

C5LC AT BONNIE VIEW, LLC,
a Delaware limited liability company

MHBK (USA) LEASING & FINANCE LLC,
a New York limited liability company,

CORE5 INDUSTRIAL PARTNERS LLC,
a Delaware limited liability company,

and

KEHE DISTRIBUTORS, LLC,
a Delaware limited liability company,

Bonnie View Lease – Land & Construction of Improvements

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made and entered as August 31, 2020, by and among C5LC at Bonnie View, LLC, a Delaware limited liability company ("C5LC"), MHBK (USA) LEASING & FINANCE LLC, a New York limited liability company ("Mizuho"), CORE5 INDUSTRIAL PARTNERS LLC, a Delaware limited liability company ("Core5"), and KEHE DISTRIBUTORS, LLC, a Delaware limited liability company ("KeHe").

RECITALS

A. C5LC is the fee simple owner of certain real property located in Dallas County, Texas, and more particularly described in Exhibit A attached (the "Land").

B. C5LC, as master ground lessor ("C5LC Ground Lessor") (for purposes of this Agreement, any reference to C5LC includes C5LC in all capacities, including, without limitation, as C5LC Ground Lessor and as owner of the Land), and Core5, as master ground lessee ("Core5 Ground Lessee"), have entered into a Master Ground Lease, dated as of August 31, 2020 (as amended, supplemented, or otherwise modified from time to time, the "Master Ground Lease") for the lease of the Land upon the terms and conditions contained therein.

C. Core5, as sub ground lessor ("Core5 Sublessor") (for purposes of this Agreement, any reference to Core5 includes Core5 in all capacities, including, without limitation, as Core5 Ground Lessee, Core5 Sublessor, Core5 Building and Land Sub Lessee, Core5 Building and Land Sub Lessor and as lessor to KeHe under the Core5/KeHe Lease), and Mizuho, as sub ground lessee ("Mizuho Sublessee") (for purposes of this Agreement, any reference to Mizuho includes Mizuho in all capacities, including, without limitation, as Mizuho Sublessee and as Mizuho Building and Land Sub Lessor), have entered into a Sub Ground Lease, dated as of August 31, 2020 (as amended, supplemented, or otherwise modified from time to time, the "Sub Ground Lease") for the sublease of the Land upon the terms and conditions contained therein.

D. In connection with the financing of the construction of the building and improvements on the Land, Mizuho, as sub-sub-lessor (in such capacity, "Mizuho Building and Land Sub Lessor"), and Core5, as sub-sub-lessee (in such capacity, "Core5 Building and Land Sub Lessee"), have entered into (a) a Lease and Security Agreement, dated as of August 31, 2020, which subleases the Land back to Core5 Building and Land Sub Lessee from Mizuho Building and Land Sub Lessor and a lease of such building and improvements to be constructed thereon (as amended, supplemented, or otherwise modified from time to time, the "Building and Land Mizuho/Core5 Sub Lease"), and (b) a Lease Supplement, Memorandum of Lease, and Deed of Trust dated August 31, 2020, which secures the obligations under the Building and Land Mizuho/Core5 Sub Lease (as amended, supplemented, or otherwise modified from time to time, "Mizuho/Core5 Deed of Trust"), in each case, upon the terms and conditions contained therein.

E. Core5, as sub-sub-sub-lessor (in such capacity, "Core5 Building and Land Sub Lessor"), and KeHe, as sub-sub-sub-lessee (in such capacity, "KeHe Building and Land Sub Lessee"), have entered into a Lease Agreement dated as of August 31, 2020 (the "Core5/KeHe Lease") with respect to the Land and improvements constructed thereon and systems and

infrastructure contained therein, which is more particularly identified in the Core5/KeHe Lease (the "Premises"). A copy of the Core5/KeHe Lease has been delivered to C5LC, Mizuho and Core5, the receipt of which is hereby acknowledged. The Master Ground Lease, the Sub Ground Lease, the Building and Land Mizuho/Core5 Sublease and the Mizuho/Core5 Deed of Trust, are hereinafter collectively called the "Other Lease Documents" and the Other Lease Documents and the Core5/KeHe Lease are called the "Lease Documents").

F. Any capitalized term not defined in this Agreement will have the meaning ascribed to it in Appendix I to the Building and Land Mizuho/Core5 Sublease.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor, Lessee, and Sub Lessee covenant and agree as follows:

1. Consent, Non-Disturbance, and Subordination.

(a) C5LC, Core5, and Mizuho's execution and delivery of this Agreement shall constitute each such party's acknowledgement of and irrevocable consent to KeHe lease of the Premises on the terms set forth in the Core5/KeHe Lease to the extent such acknowledgement and consent is required under the Lease Documents.

(b) Provided the Core5/KeHe Lease is in full force and effect and there are no defaults by KeHe beyond all applicable notice and cure periods, then the Core5/KeHe Lease will not be terminated, nor will KeHe's use, possession or enjoyment of the Premises or any of its rights and privileges under the Core5/KeHe Lease (as the Core5/KeHe Lease may be extended or renewed, as provided therein) be disturbed, diminished, affected, interrupted or interfered with by C5LC, Mizuho or Core5 or any person claiming through or under any of C5LC, Mizuho, or Core5 for any reason whatsoever during the term of the Core5/KeHe Lease or any extensions or renewals thereof even in the event of any termination, surrender or disclaimer of the Ground Lease, Sub Ground Lease, or the Building and Land Mizuho/Core5 Sublease or by reason of foreclosure of the Mizuho/Core5 Deed of Trust.

(c) Subject to the foregoing non-disturbance covenant, the Core5/KeHe Lease and KeHe's rights thereunder (including, but not limited to, all rights of first refusal and purchase options, if any) shall be subject and subordinate to the rights of (i) C5LC under the Master Ground Lease, (ii) of Core5 under the Master Ground Lease, Sub Ground Lease, the Building and Land Mizuho/Core5 Sublease, and the Mizuho/Core5 Deed of Trust, and (iii) Mizuho under the Sub Ground Lease, the Building and Land Mizuho/Core5 Sublease, and the Mizuho/Core5 Deed of Trust, provided, further, no terms, conditions, or provisions of the Other Lease Documents shall amend, modify, change, or alter any of the terms, conditions and provisions of this Core5/KeHe Lease, impair, condition or restrict any of the rights of KeHe under the Core5/KeHe Lease, impose any additional obligations upon KeHe under the Core5/KeHe Lease, or relieve Core5 of any obligations under the Core5/KeHe Lease.

2. Attornment.

(a) During the term of the Core5/KeHe Lease, prior to C5LC, Core5 or Mizuho exercising any right to terminate any of the Other Lease Documents as a result of a default or otherwise (whether pursuant to a foreclosure, revocation of rights of use demised thereunder, demand for return of any property, improvements, equipment or other leased property demised thereby or any other enforcement remedy) (each, a “Termination Action”), C5LC, Core5, and/or Mizuho, as applicable, shall give KeHe notice of such default and intended Termination Action but in no instance shall KeHe have any obligation to cure such default or shall KeHe’s use and occupancy of the Premises be disturbed or obligations changed under the Core5/KeHe Lease.

(b) If, during the term of the Core5/KeHe Lease (i) any other Person is substituted for any party holding any tier of tenancy under the Other Lease Documents, including, tenancy, sub tenancy, or sub-sub tenancy under the Master Ground Lease, Sub Ground Lease or the Building and Land Mizuho/Core5 Sublease, or (ii) any party lawfully exercises a Termination Action, then, subject to the foregoing non-disturbance covenant, KeHe covenants and agrees to attorn to any new entity (an “Operator”) which enters into new leases or subleases for the Premises directly with C5LC, Core5, or Mizuho, as the case may be, for the term then remaining, as required to vest in such Operator a leasehold estate with respect to the Premises and such Operator, contemporaneously assumes each and all of Core5’s obligations under the Core5/KeHe Lease (each a “Replacement Lease”) and, unless otherwise agreed to in writing by KeHe, such attornment will be on the same terms, conditions and provisions as set forth in the Core5/KeHe Lease, including, without limitation, all expansion rights, renewal rights and profit sharing rights.

3. Liability of Sub Lessor, Lessor, and Lessee.

(a) Each of C5LC and Core5 hereby covenants and agrees to hold KeHe harmless from and against any and all losses, expenses and damages that KeHe suffers: (i) if C5LC and/or Core5 defaults under (A) any mortgage, trust deed, charge or lien of any freehold or leasehold interest in the Premises, or (B) any instrument evidencing or purporting to create a leasehold interest in the Premises which is superior to the Core5/KeHe Lease, and (ii) (A) KeHe has a claim asserted upon or against its tenure, loses its tenure, or any of KeHe’s rights with respect to the Premises or under the Core5/KeHe Lease are (or are threatened to be) impaired, restricted, or amended, or any additional obligations upon KeHe are (or are threatened to be) imposed, as a result of, in connection with, or in relation to any claim of title or right to possession or the enforcement of any remedy by the holder of any such mortgage, trust deed, charge or lien or by any underlying lessor or (B) KeHe incurs any costs and expenses (including reasonable attorneys’ fees, expert fees, and costs) in defense of, or responding to, any claim relating to such tenure or rights under the Core5/KeHe Lease or attempt to amend, impair, restrict any terms, or impose additional obligations upon KeHe.

(b) KeHe shall first look solely to the estates and interests of C5LC, Core5, or any Operator, as applicable, in the Premises for the recovery of any judgment (or any other judicial procedures requiring the payment of money) against such party and, provided KeHe is made whole by such estate or interest, no such party shall have any personal liability for any such judgment or remedy.

(c) Mizuho shall have no liability to KeHe for the exercise of rights and remedies under the Other Lease Documents.

(d) Notwithstanding **Section 3(c)**, if as a result of a default by Core5 (in its capacity as Core5 Building and Land Sub Lessee) under the terms of the Building and Land Mizuho/Core5 Sub Lease, Mizuho (in its capacity as Mizuho Building and Land Sub Lessor), takes remedial actions which result in Mizuho succeeding Core5 as the sub-sub-sub lessor under the Core5/KeHe Lease, then, at the time of such succession, Mizuho shall have all of the rights and obligations of Core5 as the sub-sub-sub lessor under the Core5/KeHe Lease, *provided that*,

(i) Mizuho will not be liable to KeHe for any obligations of the sub-sub-sub lessor under the Core5/KeHe Lease which arose prior to that date Mizuho succeeds Core5 as the sub-sub-sub lessor, including, but not limited to any prepaid rent or the return of any security deposit given by KeHe to Core5;

(ii) Mizuho will not be bound by any provision of the Lease restricting the use of any properties owned by Mizuho other than the Premises;

(iii) Mizuho's only obligation with respect to the construction of the Building will be to enforce its rights under its guaranty from Kajima U.S.A. Inc., a Delaware corporation ("**Kajima**"), *except as follows*: If Mizuho elects to succeed Core5 as the sub-sub-sub lessor under the Core5/KeHe Lease, has received a copy of the 30 day notice from KeHE of Landlord's failure to perform provided in Section 44 of the Core5/Lease, and Kajima does not fulfill all obligations under the Core5/KeHe Lease to complete construction of the Building, then Mizuho will either (a) notify KeHE within 30 days of receiving the above-referenced 30 day notice of failure to perform such completion and arrange for an Operator to complete the construction of the Building, with such completion to commence within 30 days of KeHE's notice of failure to perform and completion to occur within 90 days of such notice upon the terms provided in Section 44 of the Core5/Lease, or (b) complete the construction of the Building in accordance with the terms of the Core5/KeHE Lease. In the event that Mizuho does not fulfill either of the above requirements as set out in sub-sections (a) or (b) of this paragraph, then KeHE shall have the right without any further consent or approval of Mizuho to exercise its self-help rights under Section 44 of the Core5/Lease;

(iv) Mizuho will not be bound by any amendment, supplement or other modification of (A) Section 44 of the Core5/KeHe Lease which was not consented to in writing by Mizuho, or (B) any other provision of the Core5/KeHe Lease which was not consented to in writing by Mizuho after KeHe has received notice of Mizuho's election take any remedial actions;

(v) Mizuho will not be liable for any act, omission, or breach by Core5 under the Core5/KeHe Lease which occurs prior to the date Mizuho succeeds Core5 as the sub-sub-sub lessor under the Core5/KeHe Lease, unless Mizuho directed Core5 to undertake such action, inaction or breach;

(vi) Mizuho will not be subject to any right of set-off or defense which KeHe may have against Core5;

(vii) Mizuho will not be bound by any purchase option, right of first refusal or other contemplated conveyance contained in the Core5/KeHe Lease which is triggered solely by Mizuho's remedial actions;

(viii) Mizuho will not be required to indemnify KeHe for any action other than an action taken by Mizuho after it succeeds Core5 as the sub-sub-sub lessor under the Core5/KeHe Lease; and

(ix) Upon any sale or other transfer by Mizuho of its interest in the Premises, Mizuho shall be automatically be released and discharged from all liability under the Core5/KeHe Lease.

KeHe shall first look solely to the estates and interests of Mizuho in the Premises for the recovery of any judgment against Mizuho and, provided KeHe is made whole by such estate or interest, Mizuho shall not have any personal liability for any such judgment or remedy.

4. Sub Lessee's Property. Each of C5LC, Mizuho, and Core5 acknowledge and agree that all fixtures, equipment and personal property owned by KeHe and which are located or installed in, about or on the Premises or Land, regardless of the manner of attachment, will be and remain the property of KeHe and may be removed by KeHe at any time as and to the extent permitted under the Core5/KeHe Lease. In no event (including a default under the Lease Documents) will C5LC, Mizuho, or Core5 have any liens, rights or claims in KeHe's property; and C5LC, Mizuho, and Core5 each expressly waive all rights of levy, distraint or execution with respect to that property.

5. Permitted Actions of KeHe Lessee. C5LC, Mizuho, and Core5 each agree that so long as the Core5/KeHe Lease is in full force and effect, no exercise by KeHe of its express contractual rights under the Core5/KeHe Lease will constitute a default under any of the Other Lease Documents or require C5LC's, Mizuho's, Core5's, or any Operator's consent.

6. Condemnation; Insurance Proceeds. In the event any condemnation or other award arising from the taking of all or a portion of the Premises, and/or insurance proceeds relating to any damage, destruction or other casualty affecting the Premises, are paid to the C5LC, Mizuho, or Core5, such award or proceeds, as the case may be, shall be applied in accordance with the terms of the Building and Land Mizuho/Core5 Sub Lease.

7. Notice. All notice, demands or other communications required or permitted to be given under or in connection with this Agreement will be in writing and delivered to the following address, and marked for the attention of such person set out below (or to such other address as the parties may from time to time notify to each other):

C5LC:

C5LC at Bonnie View, LLC
c/o Core5 Industrial Partners LLC
1230 Peachtree Street, Suite 3560
Atlanta, GA 30309
Attn: Linda Booker

Core5:

Core5 Industrial Partners LLC
1230 Peachtree Street, Suite 3560
Atlanta, GA 30309
Attn: Linda Booker

Mizuho:

MHBK (USA) Leasing & Finance LLC
1271 Avenue of Americas
New York, New York 10020
Attn: Lease Administration

KeHe:

KeHe Distributors, LLC
1245 E. Diehl Road, Suite 200
Naperville, Illinois 60563
Attn: COO

With copy to:

KeHe Distributors, LLC
1245 E. Diehl Road, Suite 200
Naperville, Illinois 60563
Attn: Legal Department

8. Captions. The captions of this Agreement are for convenience and reference only and will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

9. Further Assurances. Upon request, the parties agree to provide and execute such further documentation and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

11. Provisions Binding. The terms and provisions of this Agreement will be binding upon and will inure to the benefit of the successors, respectively, of C5LC, Mizuho, Core5, and KeHe.

12. Assignment. The rights of KeHe under this Agreement shall automatically, without further prior written consent of C5LC, Mizuho, or Core5, run to any permitted assignee or sublessee under the Core5/KeHe Lease.

13. Amendment. This Agreement may not be amended, modified, supplemented, or any of its provisions waived, other than by an agreement in writing signed by the parties hereto or by their respective successors in interest, which signatures may be in counterpart and may be by electronic transmission.

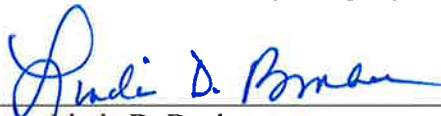
14. Jury Trial. **EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.**

This Agreement and the covenants contained in it are intended to run with and bind all lands affected hereby.

IN WITNESS WHEREOF, this Agreement is executed as of the dates set forth in the notary acknowledgements below but is to be effective as of the date set forth in the preamble to this Agreement.

GROUND LESSOR:

C5LC AT BONNIE VIEW, LLC,
a Delaware limited liability company

By: 
Name: Linda D. Booker
Title: Secretary and Chief Financial Officer

STATE OF GEORGIA §
 §
COUNTY OF FULTON §

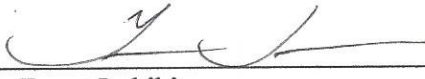
This instrument was acknowledged before me on June 23, 2020, by Linda D. Booker, Secretary and Chief Financial Officer of C5LC at Bonnie View LLC, a Delaware limited liability company, on behalf of said limited liability company, and for the purpose and consideration herein stated.


Notary Public in and for the State of Georgia



LESSOR:

MHBK (USA) LEASING & FINANCE LLC,
a New York limited liability company,
as Lessor

By: 
Name: Teruo Isshiki
Title: Vice President

STATE OF NEW YORK §
COUNTY OF NEW YORK §

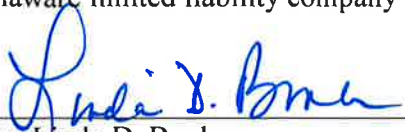
This instrument was acknowledged before me June 23, 2020, by Teruo Isshiki, Vice President of MHBK (USA) Leasing & Finance LLC, a New York limited liability company, on behalf of said limited liability company, and for the purpose and consideration herein stated.


Notary Public in and for the State of New York

David M. Bava
Notary Public, State of New York
No. 01BA6175197
Qualified in New York County
Commission Expires Oct. 9, 2023


LESSEE:


CORE5 INDUSTRIAL PARTNERS LLC,
a Delaware limited liability company

By: 
Name: Linda D. Booker
Title: Secretary and Chief Financial Officer

STATE OF GEORGIA §
 §
COUNTY OF FULTON §


This instrument was acknowledged before me on June 23, 2020, by Linda D. Booker, Secretary and Chief Financial Officer of Core5 Industrial Partners LLC, a Delaware limited liability company, on behalf of said limited liability company, and for the purpose and consideration herein stated.


Notary Public in and for the State of Georgia



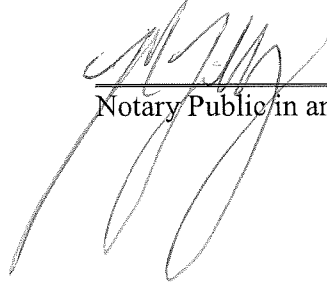
SUBLESSEE:

KEHE DISTRIBUTORS, LLC,
a Delaware limited liability company

By: 
Name: CHRIS SIEBURG
Title: EVP OPERATIONS

STATE OF FLORIDA
COUNTY OF St. Johns

This instrument was acknowledged before me on August 27, 2020, by CHRIS SIEBURG, EVP OPERATIONS of KeHe Distributors, LLC, a Delaware limited liability company, on behalf of said limited liability company, and for the purpose and consideration herein stated.

 Michael A. Lilly
Notary Public in and for the State of ~~Texas~~ FLORIDA

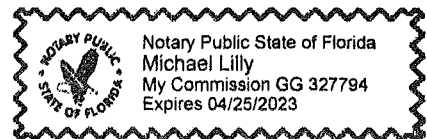


EXHIBIT A

Legal Description

Lot 1B, in Block B/8313, of Logistics Center at Bonnie View Addition, an addition to the City of Dallas, Dallas County, Texas, according to the Map or Plat thereof recorded in/under Clerk's File No. [2020-199969](#), Map/Plat Records, Dallas County, Texas.