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Recording requested by
and when recorded mail to:

Morris, Manning & Martin LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Attn: Marc R. Bulson

MEMORANDUM OF LEASE

dated as of August 31, 2020,

between

CORE5 INDUSTRIAL PARTNERS LLC,
a Delaware limited liability company,
as Landlord

and

KEHE DISTRIBUTORS, LLC,
a Delaware limited liability company,
as Tenant

Bonnie View – Build to Suit Industrial Lease Agreement

□

MEMORANDUM OF LEASE

THIS MEMORANDUM OF BUILD TO SUIT INDUSTRIAL LEASE AGREEMENT dated as of August 31, 2020 (the "Memorandum"), by and between CORE5 INDUSTRIAL PARTNERS LLC, a Delaware limited liability company, having a principal office at 1230 Peachtree Street, Suite 3560, Atlanta, GA 30309, as Landlord (the "Landlord"), and KEHE DISTRIBUTORS, LLC, a Delaware limited liability company, having a principal office at 1245 E. Diehl Road, Suite 200, Naperville, IL 60563, as Tenant (the "Tenant").

INTRODUCTORY STATEMENT

A. Landlord and Tenant entered into a certain Build to Suit Industrial Lease Agreement dated as of August 31, 2020 (the "Lease"), whereby Landlord, in consideration of the rents therein agreed to be paid and of the covenants and agreements agreed to therein by the respective parties thereto, demised and leased to Tenant, and Tenant leased from Landlord, that certain land (including a building containing approximately 996,035 square feet to be constructed by Landlord pursuant to the Lease) located at in the City of Dallas, Dallas County, Texas, as legally described on Exhibit A attached hereto and incorporated herein (the "Land").

B. Landlord and Tenant now desire to execute this Memorandum and file the same of record in the official real estate records of Dallas County, Texas.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings specified in the Lease.

MEMORANDUM

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Initial Term. The term of the Lease shall commence on the Lease Commencement Date and end, unless sooner terminated, at 11:59 p.m. on the date which is the last day of the One Hundred Eightieth (180th) full calendar month after the Lease Commencement Date, which Lease Commencement Date is anticipated to occur on or about November 1, 2021.

SECTION 2. Extensions. Tenant, at its option, shall be entitled to the privilege and option of three (3) successive extensions of this Lease, each such extension to be for a period of five (5) years (each, an "Option"), subject to all the terms and conditions provided in the Lease. Such Options to be exercised by Tenant giving written notice of its exercise to Landlord in the manner provided in the Lease at least two hundred seventy (270) days prior to (but not more than three hundred sixty-five (365) days prior to) the expiration of the Term, as it may have been previously extended.

SECTION 3. **Miscellaneous.** Reference is hereby expressly made to the Lease for the full particulars thereof, the same as though all the terms, agreements, conditions and covenants contained therein were set forth in full in this Memorandum.

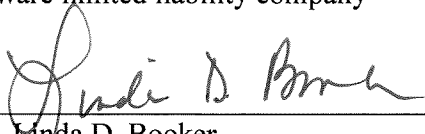
This Memorandum is executed by Lessor and Lessee pursuant to Section 35(h) of the Lease and is not intended to, and therefore should not be deemed to alter, modify, amend or supplement the Lease or any of the terms thereof. Likewise this Memorandum should not be used in any manner to interpret or aid the interpretation or construction of any of the language or terms of the Lease. This Memorandum may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on next pages]

IN WITNESS WHEREOF, this Memorandum 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 Memorandum.

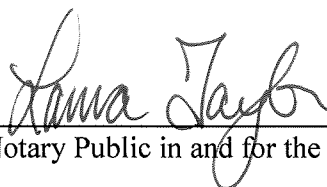
LANDLORD:

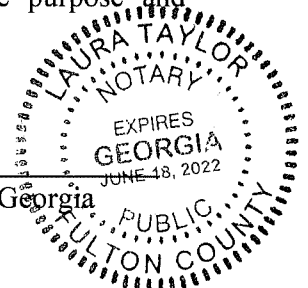
CORE5 INDUSTRIAL PARTNERS LLC,
a Delaware limited liability company

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

STATE OF GEORGIA §
 §
COUNTY OF FULTON §

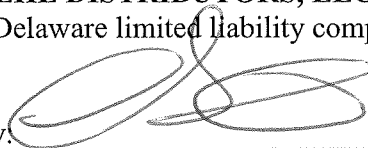
This instrument was acknowledged before me on June 23, 2020, by Linda D. Booker, Secretary and Chief Financial Officer of Core5 Industrial Partners LLC, a Delaware limited liability company, on behalf of said limited liability company, and for the purpose and consideration herein stated.


Notary Public in and for the State of Georgia



TENANT:

KEHE DISTRIBUTORS, LLC,
a Delaware limited liability company

By: 

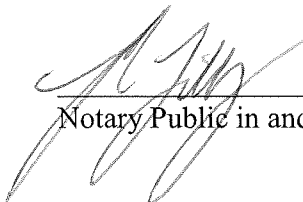
Name: CHRIS SIEBURG

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 FLORIDA

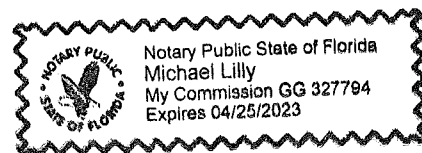


EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

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.