

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into as of FEBRUARY 11, 2022, by and between LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership ("Landlord") and KEHE DISTRIBUTORS, LLC, a Delaware limited liability company successor via assignment from TREE OF LIFE, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a Lease dated June 4, 2009, as amended by a First Amendment to Lease Agreement dated April 1, 2010 and by a Second Amendment to Lease Agreement dated January 15, 2021, pursuant to which Landlord leased to Tenant certain premises consisting of approximately 311,928 square feet located at 860 Nestle Way, Breinigsville, PA 18031 (the "Premises"), such lease, as heretofore modified, being herein referred to as the "Lease".

WHEREAS, the Lease is scheduled to naturally expire on March 31, 2027.

WHEREAS, the Lease was secured by a Guaranty dated June 2, 2009 with Royal Wessanen, N.V., a Netherlands company, as "Guarantor".

WHEREAS, Tenant has requested and Landlord has agreed to release the Guarantor from its obligations under the Lease

WHEREAS, Landlord and Tenant desire to modify the Lease on the terms and conditions set forth below.

AGREEMENT:

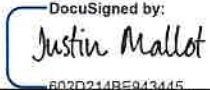
NOW THEREFORE, in consideration of the Premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. As of the date hereof, Guarantor's obligation to guaranty the performance of Tenant under the Lease is hereby terminated and released such that Guarantor shall have no further obligation to the Lease during the remainder of the Lease Term. Section 35 and all references to the Guarantor contained in the Lease shall be deleted and the Guaranty is terminated and shall be of no further force and effect.
2. Insofar as the specific terms and provisions of this Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Lease, the terms and provisions of this Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Lease shall remain unmodified and in full force and effect.
3. Landlord and Tenant hereby agree that (i) this Amendment is incorporated into and made a part of the Lease, (ii) any and all references to the Lease hereinafter shall include this Amendment, and (iii) the Lease and all terms, conditions and provisions of the Lease are in full force and effect as of the date hereof, except as expressly modified and amended hereinabove.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the day and year first above written.

TENANT:

KEHE DISTRIBUTORS, LLC a Delaware limited liability company

By:  602D214BE943445
Name: Justin Mallot
Title: General Counsel

LANDLORD:

LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership

By: **Liberty Property Trust**
a Maryland real estate investment trust
its general partner

By: 
Name: JUSTIN FANSLAU
Title: VP, MARKET OFFICER

Acknowledged and Agreed as of this ____ day of _____, 2021.

ROYAL WESSANEN, N.V., a Netherlands company

By: _____
Name: _____
Title: _____