

TENANT ESTOPPEL

BVIP 4055 Deerpark LLC ("Purchaser")
c/o IPCP Acquisition Company III, LLC
225 NE Mizner Boulevard, Suite 400
Boca Raton, Florida 33432

Ameris Bank ("Lender")
3020 N. Patterson Street
Valdosta, Georgia 31602

Re: 4055 Deer Park Blvd., Elkton, Florida 32033 (the "Building")

TSO Deerpark, LP ("Landlord") and KeHE Distributors, LLC, a Delaware limited liability company, successor-in-interest to Tree of Life, Inc. ("Tenant") entered into a Standard Form Industrial Building Lease (Single- Tenant), dated June 30, 2008, as amended by that certain First Amendment to Standard Form Industrial Building Lease dated as of May 22, 2018 ("First Amendment") and that certain Second Amendment to Standard Form Industrial Building Lease dated as of October 2, 2019 (as amended, the "Lease"), for the Building containing approximately 246,818 square feet (the "Demised Premises"). To Tenant's knowledge, Tenant's obligations under the Lease continue to be guaranteed by Royal Wessanen NV, a/k/a Koninklijke Wessanen NV, a corporation organized under the laws of the Netherlands ("Guarantor") pursuant to that certain Guarantee dated June 25, 2008 executed and delivered by Guarantor (the "Guarantee").

At the request of Landlord, Purchaser, and Lender, and with the knowledge that each of the addressees of this Tenant Estoppel Certificate may be relying on the accuracy of the information contained herein, the undersigned hereby certifies to each of the addressees of this Tenant Estoppel Certificate that, as of the date hereof:

1. The copy of the Lease attached hereto as Exhibit A is a true, correct, and complete copy of the Lease, including all amendments and/or modifications thereto, and all agreements made between Landlord and Tenant are unmodified, except as indicated herein.
2. The copy of the Guarantee attached hereto as Exhibit B is a true, correct, and complete copy of the Guarantee, including all amendments and/or modifications thereto.
3. The Lease has not expired or been cancelled and is in full force and effect.
4. Tenant is no longer affiliated with the Guarantor and has no knowledge of Guarantor's or Guaranty's status, including whether Guarantor has claimed any defaults under the Lease.
5. Tenant has accepted and is in full possession of the Demised Premises. Except for the assignment from Original Tenant to Tenant pursuant to that certain Landlord's Consent to Change in Control dated January 27, 2010, Tenant's interest in the Lease has not been assigned, by operation of law or otherwise, and there are no subtenants or other occupants in the Demised Premises.
6. The undersigned has paid the base rent and additional rent for taxes and operating expenses through August 31, 2022, and other charges due and payable under the terms of the Lease

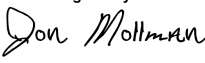
as of the date hereof. The amount of the base rent currently payable by Tenant is \$71,782.90. The amount of the additional rent currently payable by Tenant is \$717.83.

7. All work required to be performed by Landlord under the terms of the Lease with respect to the preparation of the Demised Premises for Tenant's initial occupancy has been completed in accordance with the terms of the Lease, and Landlord has paid all sums required to be paid to Tenant therefor. To Tenant's knowledge, all conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have been satisfied.
8. Landlord does not have any outstanding obligations with respect to the roof of the Building or any of the HVAC units; provided, however, the foregoing is not intended to limit any obligations for the roof and HVAC units that arise after the date of this Certificate that are expressly Landlord's responsibility under the Lease. The HVAC system serving the office portion of the Premises nor any unit thereof has not been replaced as of the date of this Tenant Estoppel Certificate.
9. To Tenant's knowledge, there exists no default under the terms of the Lease, and the undersigned knows of no event which, with notice and/or the passage of time, would result in such default.
10. The Lease term commenced on June 30, 2008 and expires on June 30, 2025.
11. Tenant has no option or right to renew or extend the Lease, expand the Demised Premises under the Lease or terminate the Lease except as provided in the Lease.
12. To Tenant's knowledge, Tenant has no claim, counterclaim, defense or offset against Landlord under the Lease including, without limitation, any offsets or claims against the payment of rent, additional rent or other charges due under the Lease.
13. Tenant has no option or right of first refusal to purchase or otherwise acquire all or a portion of the Building or property on which the Building is located or any interest in the owner thereof, nor does Tenant have any right, title or interest in or to the Building or property on which the Building is located or any interest in the owner thereof.
14. Tenant is not entitled to any concessions, rebates, allowances, or free rent for any period of time after the date hereof, including, but not limited to, that certain "Allowance" (as defined in the First Amendment) in the amount of \$300,000, which unused portion of same has been forfeited by Tenant.
15. No rent or additional rent has been paid more than one month in advance.
16. The amount of security deposit held by Landlord in connection with the Lease is \$0.00.
17. The address to which notices and other communications to Tenant are to be sent is as set forth in the Lease or as follows: Kehe Distributors, LLC, Attn: Director of Operations, 4055 Deerpark Blvd, Elkton, FL 32033, with a copy to KeHE Distributors, LLC, Attn: General Counsel, 1245 E. Diehl Rd. Suite 200, Naperville, IL 60563.

18. Tenant is solvent, has not made a general assignment for the benefit of its creditors, and has not admitted in writing its inability to pay its debts as they become due, nor has Tenant filed, nor does it contemplate the filing of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or any other proceeding for the relief of debts in general, nor has any such proceeding been instituted by or against Tenant.
19. Immediately prior to the closing of Purchaser's acquisition of the Building, Tenant shall deliver to Purchaser a certificate of insurance or other evidence satisfactory to Purchaser that Purchaser has been added to Tenant's insurance as an additional insured/loss payee as of the date of Closing.
20. The undersigned and the person or persons executing this Tenant Estoppel Certificate on behalf of the Tenant has the power and authority to execute this Tenant Estoppel Certificate on behalf of the Tenant.
21. This Certificate is given to (i) Purchaser and Purchaser's successors and assigns with the understanding that Purchaser and Purchaser's successors and assigns will rely hereon in connection with its purchase of the Demised Premises, and (ii) Lender and Lender's successors and assigns with the understanding that the Lender will rely hereon in connection with the loan by Lender to Purchaser.

Date: August __, 2022
8/16/2022

KEHE DISTRIBUTORS, LLC,
a Delaware limited liability company

By: 
Name: Jon Mollman
Title: VP of Operations