

### THIRD AMENDMENT TO INDUSTRIAL MULTI-TENANT LEASE

This THIRD AMENDMENT TO INDUSTRIAL MULTI-TENANT LEASE ("**Amendment**"), dated for reference purposes only as of the 21<sup>st</sup> day of June 2023, is entered into by and between LBA NCC2-COMPANY X, LLC, a Delaware limited liability company ("**Landlord**"), and DPI SPECIALITY FOODS NORTHWEST INC., an Oregon corporation ("**Tenant**").

#### RECITALS:

A. Landlord (as successor-in-interest to Prologis Targeted U.S. Logistics Fund, L.P. as successor-in-interest to AMB Partners II SeaTac, LLC) and Tenant (formerly known as EuroBest Food Industries, Inc.) are parties to that certain Industrial Multi-Tenant Lease dated September 28, 2007 (the "**Original Lease**"), as amended by that certain First Amendment to Lease dated November 29, 2012 (the "**First Amendment**") and that certain Second Amendment to Lease Agreement dated February 7, 2018 (the "**Second Amendment**") (the Original Lease, as amended, collectively referred to hereinafter as the "**Lease**"). Pursuant to the Lease, Tenant currently leases from Landlord that certain space commonly known as Suite 100, consisting of approximately 16,063 rentable square feet (the "**Premises**") within that certain building located at 18900 8<sup>th</sup> Avenue S, Seattle, Washington 98148 (the "**Building**"), which is part of the project commonly known as SeaTac Logistics Park 2 (the "**Project**"), as more particularly described in the Lease.

B. The Term of the Lease is scheduled to expire by its terms on September 30, 2023.

C. The parties desire to amend the Lease in order to extend the Term of the Lease and otherwise modify the Lease pursuant to the terms and conditions set forth below.

D. Capitalized terms which are used in this Amendment without definition have the meanings given to them in the Lease.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of such are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Extension of Term. The Term of the Lease is hereby extended for twenty-four (24) months (the "**Extended Term**") commencing as of October 1, 2023 (the "**Extended Term Commencement Date**") and expiring on September 30, 2025 (the "**Extended Term Expiration Date**"), unless sooner terminated in accordance with the terms of the Lease as amended by this Amendment (the "**Amended Lease**"). No such extension shall operate to release Tenant from liability for any amounts owed or defaults which exist under the Lease prior to the Extended Term Commencement Date.

2. Monthly Installments of Base Rent. Prior to the Extended Term Commencement Date, Tenant shall continue to pay monthly installments of Base Rent as provided in the Lease. Commencing on the Extended Term Commencement Date and continuing throughout the Extended Term, Tenant shall pay monthly installments of Base Rent for the Premises in accordance with the following schedule:

<u>Lease Months</u>	<u>Monthly Installments of Base Rent</u>
10/1/2023 – 9/30/2024	\$22,553.35
10/1/2024 – 9/30/2025	\$23,455.48

3. Operating Expenses. During the Extended Term, Tenant shall continue to pay Tenant's Share of Operating Expenses in accordance with the terms and conditions of the Lease. Landlord and Tenant acknowledge and agree that the Premises, the Building and the Project have been remeasured, and effective as of the Extended Term Commencement Date and continuing for the duration of the Extended Term Tenant's Share of the Building shall be 17.93%, based on the Premises consisting of approximately 16,063 rentable square feet and the Building consisting of approximately 89,568 rentable square feet, and Tenant's Share of the Project shall be 6.40% based on the Premises consisting of approximately 16,063 rentable square feet and the Project consisting of approximately 251,087 rentable square feet.

4. Condition of Premises. Tenant is currently in possession of the Premises and acknowledges that Landlord shall not be obligated to refurbish or improve the Premises or to otherwise fund improvements for the Premises in any manner whatsoever in conjunction with this Amendment, and Tenant hereby accepts the Premises in its "AS-IS" condition. Tenant further acknowledges that except as expressly provided in the Lease and this Amendment, neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the improvements, refurbishments, or alterations therein, the Building or the Project, or with respect to the functionality thereof or the suitability of any of the foregoing for the conduct of Tenant's business and that all representations and warranties of Landlord, if any, are as set forth in the Lease and this Amendment.

5. Extension Option. Landlord hereby grants to Tenant one (1) option to extend the Extended Term for one (1) additional period of two (2) years, in accordance with Rider No. 1 and Rider No. 2 attached hereto. Landlord and Tenant hereby acknowledge and agree that, except as provided in this Section 5, any and all provisions of the Lease providing for an extension or renewal of the Term of the Lease, are hereby deleted in their entirety and superseded by this Paragraph 5 and Rider No. 1 and Rider No. 2 attached hereto and Tenant has no other options to extend the Extended Term.

6. Additional Security Deposit. Upon Tenant's execution of this Amendment, Tenant shall deposit with Landlord an additional \$7,791.63 worth of Security Deposit which shall be held by Landlord pursuant to Section 5 of the Original Lease along with the \$23,374.09 currently being held by Landlord for the Existing Premises (for a total Security Deposit of \$31,165.72), as security for the performance of Tenant's obligations under the Amended Lease.

7. Notice Address of Landlord.

Landlord's addresses for notices under the Amended Lease are hereby replaced in their entirety with the following:

Landlord's address: LBA NCC2-COMPANY X, LLC  
c/o LBA Realty  
600 University Street, Suite 3025  
Seattle, Washington 98101  
Attn: Regional Operations Manager  
Telephone: (206) 812-1000  
E-mail: leasingnotices@lbarealty.com



With copies to: LBA Realty LLC  
3347 Michelson Drive, Suite 200  
Irvine, California 92612  
Attn: SVP - Operations  
Telephone: (949) 833-0400  
E-mail: leasingnotices@lbarealty.com

For payment of rent: LBA NCC2-COMPANY X, LLC  
P.O. Box 102234  
Pasadena, CA 91189-2234

8. Broker. Tenant hereby represents and warrants to Landlord that it is not aware of any brokers, agents or finders, other than NAI Puget Sound Properties, representing Landlord, and WBS Equities, representing Tenant, who may claim a fee or commission in connection with the consummation of the transactions contemplated by this Amendment. If any claims for brokers' or finders' fees in connection with the transactions contemplated by this Amendment arise, then Tenant agrees to indemnify, protect, hold harmless and defend Landlord (with counsel reasonably satisfactory to Landlord) from and against any such claims if they shall be based upon any statement, representation or agreement made by Tenant.

9. Representations and Warranties. Tenant hereby represents, warrants, and agrees that: (1) there exists no breach, default, or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default, or event of default by Landlord under the Lease; (2) the Lease continues to be a legal, valid, and binding agreement and obligation of Tenant; and (3) Tenant has no current offset or defense to its performance or obligations under the Lease. Tenant hereby waives and releases all demands, charges, claims, accounts, or causes of action of any nature whatsoever against Landlord or Landlord's members, managers, directors, officers, employees or agents, including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have previously arisen out of or in connection with the Lease.

10. Energy Consumption Information. Tenant hereby consents to the release of Tenant's energy consumption information for the Premises to Landlord, and if requested, Tenant shall promptly sign any documentation requested by the utility company to evidence such consent.

11. Authority. Each signatory of this Amendment on behalf of Tenant represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

12. Successors and Assigns. This Amendment shall extend to, be binding upon, and inure to the benefit of, the respective successors and permitted assigns and beneficiaries of the parties hereto.

13. No Other Modification. Landlord and Tenant agree that except as otherwise specifically modified in this Amendment, the Lease has not been modified, supplemented, amended, or otherwise changed in any way and the Lease remains in full force and effect between the parties hereto as modified by this Amendment. To the extent of any inconsistency between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall apply and govern the parties. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Amendment. For purposes of this Amendment, signatures by facsimile or electronic PDF shall be binding to the same extent as original signatures.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed the date first above written.

**TENANT:**

DPI SPECIALITY FOODS NORTHWEST INC.,  
an Oregon corporation

By: *Marc Barth*

Name: Marc Barth

Title: CFO

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On June 14<sup>th</sup>, 2023, before me, Nathan Shetland, notary public,

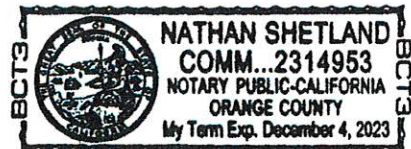
(insert name and title of the officer)  
personally appeared Marc Barth, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their) authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Nathan Shetland*

(Seal)



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**LANDLORD:**

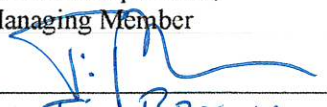
LBA NCC2-COMPANY X, LLC,  
a Delaware limited liability company

By: LBA NC CORE INDUSTRIAL, L.P.,  
a Delaware limited partnership,  
its Sole Member

By: LBA Industrial Management Company II, LLC,  
a Delaware limited liability company,  
its General Partner

By: LBA Realty LLC,  
a Delaware limited liability company,  
its Manager

By: LBA Inc.,  
a California corporation,  
its Managing Member

By:   
Name: TIM BRASNAN  
Title: PRINCIPAL



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

On June 21, 2023, before me, Maritza Banda Novak, notary public,

(insert name and title of the officer)

personally appeared Tim Brosnan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maritza Banda Novak

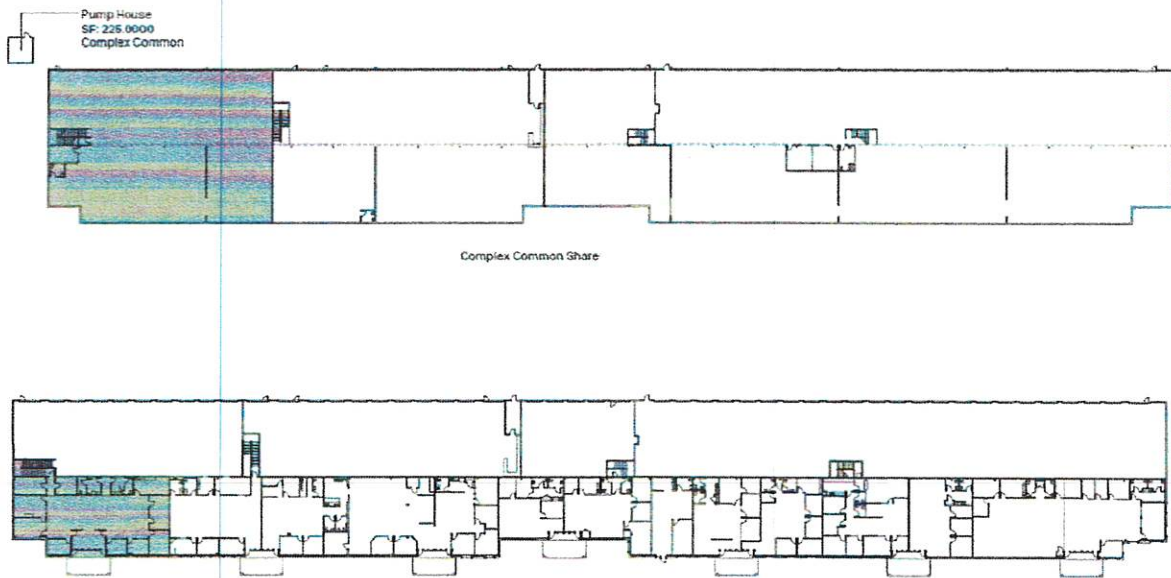
(Seal)



For LBA Office Use Only: Prepared & Reviewed by:

DS  
TB

**EXHIBIT A**  
**PREMISES DEPICTION**





**RIDER NO. 1 TO AMENDMENT****EXTENSION OPTION**

This Rider No. 1 is made and entered into by and between LBA NCC2-COMPANY X, LLC, a Delaware limited liability company ("**Landlord**"), DPI SPECIALITY FOODS NORTHWEST INC., an Oregon corporation ("**Tenant**"), as of the day and year of the Amendment between Landlord and Tenant to which this Rider is attached. Landlord and Tenant hereby agree that, notwithstanding anything contained in the Amended Lease to the contrary, the provisions set forth below shall be deemed to be part of the Amended Lease and shall supersede any inconsistent provisions of the Amended Lease. All references in the Amended Lease and in this Rider to the "**Lease**" shall be construed to mean the Lease (and all Exhibits and Riders attached thereto), as amended and supplemented by this Rider. All capitalized terms not defined in this Rider shall have the same meaning as set forth in the Lease.

1. Landlord hereby grants to Tenant one (1) option (the "**Extension Option**") to extend the Term of the Lease for one (1) additional period of two (2) years (the "**Option Term**"), on the same terms, covenants and conditions as provided for in the Lease during the initial Term, except for the monthly installment of Base Rent, which shall initially be equal to the greater of: (a) the Monthly Base Rent payable by Tenant during the last month of the then current Term immediately preceding the Option Term or (b) the "fair market rental rate" for the Premises for the Option Term as defined and determined in accordance with the provisions of the Fair Market Rental Rate Rider attached to the Lease as Rider No. 2, subject to fair market annual rent adjustments during the Option Term. If Landlord determines that the initial Monthly Base Rent (subject to annual rent adjustments) for the Option Term is to be the Monthly Base Rent payable by Tenant during the last month of the then current Term pursuant to Section 1(a) above, such determination shall be conclusive, Tenant shall have no right to object thereto, and the Landlord and Tenant shall avoid the formal fair market value determination process. If, however, Landlord determines that the Monthly Base Rent for the applicable Option Term is to be the fair market rental rate, then such fair market rental rate shall be determined in accordance with the Fair Market Rental Rate Rider attached to the Lease as Rider No. 2.

2. An Extension Option must be exercised, if at all, by written notice ("**Extension Notice**") delivered by Tenant to Landlord no sooner than that date which is twelve (12) months and no later than that date which is nine (9) months prior to the expiration of the then current Term of the Lease. Provided Tenant has properly and timely exercised the Extension Option, the then current Term of the Lease shall be extended by the Option Term, and all terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that the monthly installment of Base Rent shall be as set forth above, and except that there shall be no remaining Extension Option.



**RIDER NO. 2 TO LEASE****FAIR MARKET RENTAL RATE**

This Rider No. 2 is made and entered into by and between LBA NCC2-COMPANY X, LLC, a Delaware limited liability company ("**Landlord**"), DPI SPECIALITY FOODS NORTHWEST INC., an Oregon corporation ("**Tenant**"), as of the day and year of the Amendment between Landlord and Tenant to which this Rider is attached. Landlord and Tenant hereby agree that, notwithstanding anything contained in the Amended Lease to the contrary, the provisions set forth below shall be deemed to be part of the Amended Lease and shall supersede any inconsistent provisions of the Amended Lease. All references in the Amended Lease and in this Rider to the "Lease" shall be construed to mean the Lease (and all Exhibits and Riders attached thereto), as amended and supplemented by this Rider. All capitalized terms not defined in this Rider shall have the same meaning as set forth in the Lease.

1. The term "**fair market rental rate**" as used in this Rider and any Rider attached to the Lease means the annual amount per square foot, projected for each year of the Option Term (including annual adjustments), that a willing, non-equity tenant (excluding sublease and assignment transactions) would pay, and a willing landlord of a comparable quality building located in the SeaTac, Washington area would accept, in an arm's length transaction (what Landlord is accepting in then current transactions for the Building may be used for purposes of projecting rent for the Option Term), for space of comparable size, quality and ceiling height as the Premises, taking into account the age, quality and layout of the existing improvements in the Premises, and taking into account items that professional real estate brokers or professional real estate appraisers customarily consider, including, but not limited to, rental rates, space availability, tenant size, tenant improvement allowances, parking charges and any other lease considerations, if any, then being charged or granted by Landlord or the lessors of such similar buildings. All economic terms other than Monthly Base Rent, such as tenant improvement allowance amounts, if any, operating expense allowances, parking charges, etc., will be established by Landlord and will be factored into the determination of the fair market rental rate for the Option Term. Accordingly, the fair market rental rate will be an effective rate, not specifically including, but accounting for, the appropriate economic considerations described above.

2. If Landlord determines that the Option Term's initial Monthly Base Rent is to be based on the fair market rental rate for the Premises, the Landlord shall provide written notice of Landlord's determination of the fair market rental rate not later than sixty (60) days after the last day upon which Tenant may timely exercise the right giving rise to the necessity for such fair market rental rate determination. Tenant shall have thirty (30) days ("**Tenant's Review Period**") after receipt of Landlord's notice of the fair market rental rate within which to accept such fair market rental rate or to reasonably object thereto in writing. Failure of Tenant to so object to the fair market rental rate submitted by Landlord in writing within Tenant's Review Period shall conclusively be deemed Tenant's approval and acceptance thereof. If within Tenant's Review Period Tenant reasonably objects to or is deemed to have disapproved the fair market rental rate submitted by Landlord, Landlord and Tenant will meet together with their respective legal counsel to present and discuss their individual determinations of the fair market rental rate for the Premises under the parameters set forth in Paragraph 1 above and shall diligently and in good faith attempt to negotiate a rental rate on the basis of such individual determinations. Such meeting shall occur no later than ten (10) days after the expiration of Tenant's Review Period. The parties shall each provide the other with such supporting information and documentation as they deem appropriate. At such meeting if Landlord and Tenant are unable to agree upon the fair market rental rate, they shall each submit to the other their respective best and final offer as to the fair market rental rate. If Landlord and Tenant fail to reach agreement on such fair market rental rate within five (5) business days following such a meeting (the "**Outside Agreement Date**"), Tenant's Extension Option will be deemed null and void unless Tenant



demands appraisal, in which event each party's determination shall be submitted to appraisal in accordance with the provisions of Section 3 below.

3. (a) Landlord and Tenant shall each appoint one (1) independent appraiser who shall by profession be an M.A.I. certified real estate appraiser who shall have been active over the five (5) year period ending on the date of such appointment in the leasing of commercial (including industrial) properties in the SeaTac, Washington area. The determination of the appraisers shall be limited solely to the issue of whether Landlord's or Tenant's last proposed (as of the Outside Agreement Date) best and final fair market rental rate for the Premises is the closest to the actual fair market rental rate for the Premises as determined by the appraisers, taking into account the requirements specified in Section 1 above. Each such appraiser shall be appointed within ten (10) business days after the Outside Agreement Date.

(b) The two (2) appraisers so appointed shall within ten (10) business days after the date of the appointment of the last appointed appraiser agree upon and appoint a third appraiser who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) appraisers.

(c) The three (3) appraisers shall within ten (10) business days after the appointment of the third appraiser reach a decision as to whether the parties shall use Landlord's or Tenant's submitted best and final fair market rental rate, and shall notify Landlord and Tenant thereof. During such ten (10) business day period, Landlord and Tenant may submit to the appraisers such information and documentation to support their respective positions as they shall deem reasonably relevant and Landlord and Tenant may each appear before the appraisers jointly to question and respond to questions from the appraisers.

(d) The decision of the majority of the three (3) appraisers shall be binding upon Landlord and Tenant and neither party shall have the right to reject the decision or to undo the exercise of the applicable Option. If either Landlord or Tenant fails to appoint an appraiser within the time period specified in Section 3(a) hereinabove, the appraiser appointed by one of them shall within ten (10) business days following the date on which the party failing to appoint an appraiser could have last appointed such appraiser reach a decision based upon the same procedures as set forth above (i.e., by selecting either Landlord's or Tenant's submitted best and final fair market rental rate), and shall notify Landlord and Tenant thereof, and such appraiser's decision shall be binding upon Landlord and Tenant and neither party shall have the right to reject the decision or to undo the exercise of the applicable Option.

(e) If the two (2) appraisers fail to agree upon and appoint a third appraiser, either party, upon ten (10) days written notice to the other party, can apply to the Presiding Judge of the Superior Court of King County to appoint a third appraiser meeting the qualifications set forth herein. The third appraiser, however, selected shall be a person who has not previously acted in any capacity for either party.

(f) The cost of each party's appraiser shall be the responsibility of the party selecting such appraiser, and the cost of the third appraiser (or arbitration, if necessary) shall be shared equally by Landlord and Tenant.

(g) If the process described hereinabove has not resulted in a selection of either Landlord's or Tenant's submitted best and final fair market rental rate by the commencement of the applicable Option Term, then the fair market rental rate estimated by Landlord will be used until the appraiser(s) reach a decision, with an appropriate rental credit and other adjustments for any overpayments of Monthly Base Rent or other amounts if the appraisers select Tenant's submitted best and final estimate of the fair market rental rate. The parties shall enter into an amendment to this Lease confirming the terms of the decision.