

LEASE GUARANTY

In consideration of, and as an inducement for the granting, execution and delivery of the Lease Agreement dated as of October 30, 2020 (as supplemented, amended and otherwise modified from time to time, the "Lease"), between DP ONTARIO CA LANDLORD, LLC, a Delaware limited liability company, the landlord therein named (together with its successors and assigns, "Landlord"), and DPI SPECIALTY FOODS WEST, INC., a Delaware corporation, the tenant therein named (together with its successors and assigns, "Tenant"), and in further consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Landlord to the undersigned, DPI SPECIALTY FOODS, INC., a Delaware corporation ("DPI Inc."), and NEXTWAVE DISTRIBUTION, INC., a Delaware corporation ("NextWave"), and together with DPI Inc. and their respective successors and permitted assigns, each a "Guarantor" and collectively, "Guarantors"), Guarantors, intending to be legally bound, jointly and severally, hereby (i) guarantee to Landlord the full and prompt payment when due of all rent, damages and other sums, amounts and charges payable by Tenant under the Lease, including all such rent, damages and other sums, amounts and charges that would otherwise be payable absent the rejection of the Lease by Tenant in a bankruptcy or insolvency proceeding involving Tenant, and (ii) agree to cause Tenant to fully and faithfully perform all of its obligations under the Lease, in each case for the full term of the Lease and any extension thereof as permitted by the Lease with the same force and effect as if the Guarantors were jointly and severally named as Tenant in the Lease (collectively, the "Obligations"). Guarantors do hereby become surety to Landlord for and with respect to all of the Obligations. Each Guarantor is a direct or indirect owner of all outstanding equity interests in Tenant and each Guarantor acknowledges that it will derive substantial benefits from the Lease. All capitalized terms that are used in this Guaranty and not defined herein shall have the respective meanings assigned thereto in the Lease.

Guarantors hereby covenant and agree to and with Landlord that if Tenant fails to pay or perform any Obligation when due, Guarantors will forthwith pay such Obligation to Landlord, and any arrears thereof, or perform, or cause Tenant to perform, such Obligation, and will forthwith pay to Landlord, all actual and reasonable damages and all actual and reasonable out-of-pocket costs and expenses that may arise in consequence of any default by Tenant under the Lease (including, without limitation, all actual and reasonable attorneys' fees incurred by Landlord or its lender or caused by any such default and/or by the enforcement of this Guaranty), in each case within ten (10) days after written notice from Landlord. In addition, Guarantors hereby covenant and agree to and with each Indemnitee (as defined in the Lease) that if Tenant fails to pay any indemnity payable by Tenant under the Lease, Guarantors will forthwith pay such indemnity to such Indemnitee within ten (10) days after written notice from Landlord or such Indemnitee, and Guarantors hereby agree that each Indemnitee shall be a third party beneficiary hereunder and may directly enforce its rights under this sentence against Guarantors.

This Guaranty is an absolute and unconditional guaranty of payment and performance by Tenant (and not merely of collection) and is a surety agreement. Guarantors' liability hereunder is direct and may be enforced without Landlord being required to resort to any other right, remedy or security and this Guaranty shall be enforceable against either Guarantor or both Guarantors without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant or the other Guarantor. Guarantors hereby expressly agree that the validity of this Guaranty and the obligations of Guarantors hereunder shall in no wise be

terminated, affected or impaired by reason of the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

This Guaranty shall be a continuing guaranty, and (whether or not any Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantors hereunder shall be absolute and unconditional, and shall not be subject to any reduction, limitation, impairment, termination, defense, offset, counterclaim or recoupment whatsoever (all of which are hereby waived by Guarantors, except for the defense of actual payment) by reason of, and shall remain in full force and effect without regard to, and shall not be released or discharged or in any way impaired by, (a) any amendment or modification of, or supplement to, or extension or renewal of, the Lease, or any assignment or transfer thereof; (b) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Lease or this Guaranty or any waiver, consent or approval by Landlord with respect to any of the covenants, terms, conditions or agreements contained in the Lease, or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time and for any length of time (it being understood that Guarantors' guaranty obligations hereunder will be a guaranty of Tenant's obligations under the Lease after taking into account each such waiver, consent, approval, indulgence, forbearance and extension approved in writing by Landlord); (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding relating to Tenant, the other Guarantor or their respective properties; (d) any limitation on the liability or obligation of Tenant under the Lease or of its estate in bankruptcy or on any remedy for the enforcement thereof resulting from the operation of any present or future provision of the federal or state bankruptcy law or any other statute or from the decision of any court; (e) any sublease or transfer by Tenant or any assignment of its interest under the Lease; (f) any termination of the Lease prior to the expiration of its Term that is not expressly provided for in the Lease, including as a result of any rejection thereof in any bankruptcy or insolvency proceeding involving Tenant; (g) any lack of validity or enforceability of the Lease or any part thereof; (h) any increase in, addition to, exchange or release of, or nonperfection of any lien on, or security interest in, any collateral securing the Obligations, or any release or amendment or waiver of, or consent to any departure from, or failure to enforce, any other guaranty or credit support for all or any of the Obligations; or (i) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Tenant or the other Guarantor. This Guaranty shall remain in force and be binding on Guarantors until the satisfaction of all of Tenant's Obligations under the Lease arising during the term of the Lease and any renewals thereof.

All of Landlord's rights and remedies under the Lease and this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Lease, nor the taking or recovering of any of the premises demised thereby, shall deprive Landlord of any of its rights and remedies against Guarantors under this Guaranty.

Each Guarantor hereby waives any requirement that the Landlord protect, secure, perfect or insure any security interest or lien or any property subject thereto or exhaust any right to take any action against any person or any collateral (including any rights relating to marshaling of assets). Each Guarantor hereby waives any and all rights and claims of subrogation, contribution, reimbursement or other rights of payment or recovery from or against Tenant for payment made by such Guarantor hereunder, until such time as the Obligations have been paid and performed in full.

Each Guarantor further agrees that, to the extent that Tenant or a Guarantor makes a payment or payments to the Landlord, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to Tenant or such Guarantor or their respective estate, trustee, receiver or any other party under any bankruptcy or insolvency law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, this Guaranty and the Obligations or part thereof which have been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.

Each Guarantor represents and warrants to Landlord that (a) such Guarantor is duly organized, validly existing and in good standing under the laws of the state of Delaware; (b) the execution and delivery of this Guaranty has been duly authorized by all necessary corporate action on the part of such Guarantor, and this Guaranty has been duly executed and delivered by such Guarantor, (c) the making of this Guaranty does not (i) require any vote or consent of the shareholders or other equity holders of such Guarantor, or the filing or registration with, consent or approval of, or notice to, with or by any governmental authority or any other person, (ii) result in or cause a default under or violation of, or create a lien pursuant to, such Guarantor's organizational documents, or any agreement, indenture, contract, order, decree or judgment to which such Guarantor is a party or by which such Guarantor or its property is bound; or (iii) violate any law, rule or regulation to which such Guarantor is subject; (d) Tenant is a wholly owned direct or indirect subsidiary of such Guarantor; (e) this Guaranty constitutes the legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally; and (f) neither such Guarantor nor any of its Affiliates is in violation of (A) any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, (B) Executive Order No. 13,224, 66 Fed Reg 49,079 (2001), issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or (C) the anti-money laundering provisions of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "USA Patriot Act") amending the Bank Secrecy Act, 31 U.S.C. Section 5311 et seq and any other laws relating to terrorism or money laundering.

Guarantors hereby agree to deliver to Landlord either in print or in electronic form, all of the following financial statements, which shall be prepared in accordance with GAAP: (i) quarterly financial statements for the Reporting Party, within forty-five (45) days after the end of each fiscal quarter of the Reporting Party, and (ii) annual financial statements for the Reporting Party, audited by an independent certified public accountant, within one hundred twenty (120) days after the end of each fiscal year. For as long as the Reporting Party shall be a publicly

listed company and is required to file quarterly and annual statements with the SEC, then Guarantors shall submit to Landlord (in satisfaction of the requirements set forth in the preceding sentence), when filed with the SEC, copies of the Reporting Party's forms 10Q and 10K, provided that to the extent such forms are available through EDGAR or a similar internet site, no such submission shall be required. "Reporting Party" shall mean, at any time, the parent of Tenant that produces annual audited financial statements that include Tenant at such time. As of the Closing Date, the Reporting Party is NextWave Distribution Holdings, LLC. Landlord shall keep all financial statements that it receives pursuant to this paragraph that are not publicly available confidential and shall not disclose such financial statement to any person, except that Landlord may disclose such statements to (i) Landlord's Affiliates, and its and its Affiliates' employees, officers, directors, attorneys and accountants, (ii) any actual or prospective purchaser of the Leased Premises or the membership interests in Landlord, or to any actual or prospective Lender, in each case so long as such person has agreed in writing to maintain the confidentiality of such information pursuant to a commercially reasonable confidentiality agreement, (iii) any governmental entity, agency or person to whom, in Landlord's reasonable judgment, disclosure is required by applicable law (provided that, to the extent permitted by law, Landlord provides prior written notice to the Reporting Party and takes reasonable actions to minimize the extent of disclosure and reasonably cooperates with the Reporting Party in connection therewith), (iv) in connection with any enforcement proceedings with respect to the Lease or this Guaranty and (v) to banking and securities regulators in connection with their examination of the books and records of Landlord and its Affiliates in the ordinary course.

This Guaranty shall be legally binding upon Guarantors and their respective successors and permitted assigns and shall inure to the benefit of Landlord and its successors and assigns. No Guarantor shall assign its rights and obligations under this Guaranty to any person without the Landlord's prior written consent. Landlord may assign its rights under this Guaranty to any person to whom Landlord sells the Leased Premises and to any lender providing a loan to Landlord, or any collateral agent or trustee acting for the benefit of any such lender or lenders.

No Guarantor will enter into any amendment to this Guaranty, and no such amendment will be effective in any event, without the prior written consent thereto by the Landlord. Guarantors will from time to time during the term, promptly following request of Landlord, confirm in writing to Landlord, and to any proposed purchaser of the Leased Premises or any Lender or proposed Lender, that this Guaranty remains in full force and effect in accordance with its terms, and has not been amended, except as specified in such confirmation, and that Guarantors are not in default of their obligations hereunder.

All notices sent pursuant to this Guaranty shall be in writing and shall be deemed to have been given for all purposes (i) four (4) days after having been sent by United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address as stated below, (ii) one (1) Business Day after having been sent for overnight delivery by a nationally recognized air courier service or (iii) on the date delivered, if personally delivered on a Business Day during business hours.

To the addresses stated below:

If to Landlord:

c/o SunTrust Equity Funding, LLC
3333 Peachtree Road, NE, 10th Floor
Atlanta, Georgia 30326
Attention: Patrick Zepeda
E-mail: patrick.zepeda@truist.com

If to Guarantors:

DPI Specialty Foods, Inc.
601 S. Rockefeller Ave.
Ontario, CA 91761
Attention: Marc Barth
Email: marc.barth@dpispecialtyfoods.com

With copies to:

Winston & Strawn, LLP
35 W. Wacker Drive
Chicago, Illinois 60601-9703
Attention: Andrew T. White, Esq.
Email: awhite@winston.com

Each of Landlord and Guarantors may change its address by giving fifteen (15) days' notice to the other party in the manner provided above. Any notice may be given on behalf of any party by its counsel.


TO THE EXTENT PERMITTED BY LAW, EACH GUARANTOR AND LANDLORD (BY ITS ACCEPTANCE OF THIS GUARANTY) HEREBY MUTUALLY WAIVE TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING HEREUNDER. THE TERMS AND PROVISIONS OF THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW THAT WOULD RESULT IN THE LAWS OF ANOTHER STATE GOVERNING.

[signature page to follow]

IN WITNESS WHEREOF, each Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed by its duly authorized officer as of the date of the Lease referred to above.

GUARANTORS:

DPI SPECIALTY FOODS, INC., a Delaware corporation

By: 
Name: Marc Barth
Title: CFO

NEXTWAVE DISTRIBUTION, INC., a Delaware corporation

By: 
Name: Marc Barth
Title: CFO