

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of the 1 day of December 2021, by and between IDM-OREGON, LLC, an Oregon limited liability company ("Landlord") and DPI SPECIALTY FOODS NORTHWEST, INC., an Oregon corporation ("Tenant").

RECITALS:

A. Landlord and Tenant have previously executed and delivered that certain Lease Agreement dated July 28, 2006 (the "Lease").

B. Landlord and Tenant have agreed to extend the Lease, subject to and in accordance with the further terms, covenants, and provisions of this Amendment.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease, the foregoing Recitals, the mutual agreements, covenants and promises contained in this Amendment and other good and valuable considerations, the receipt, sufficiency, and validity of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Definitions. Capitalized terms used in this Amendment without definition shall have the meanings assigned to such terms in the Lease unless the context expressly requires otherwise.

2. Extension of Lease Term. The Lease Term is hereby extended for an additional sixty-one (61) months commencing on August 1, 2022, and shall expire on August 31, 2027 (the "Extension Period"). Tenant has the option to further extend the Lease Term as set forth in Exhibit A below.

3. Base Rent. Tenant's obligation for monthly installments of Base Rent payable with respect to the Premises (including the Additional Premises) from and after August 1, 2022, shall be in accordance with the chart below:

Period	Monthly Base Rent
August 1, 2022 – August 31, 2022	\$0
September 1, 2022 – July 31, 2023	\$82,505.33
August 1, 2023 – July 31, 2024	\$84,567.96
August 1, 2024 – July 31, 2025	\$86,684.46
August 1, 2025 – July 31, 2026	\$88,851.57
August 1, 2026 – August 31, 2027	\$91,072.87

4. Estoppel. Tenant hereby affirms by execution of this Amendment that to the best of Tenant's knowledge the Lease is in full force and effect and Tenant does not have any presently existing claims against Landlord or any offsets against any amounts due under the Lease. To the best of Tenant's knowledge, there are no defaults of Landlord under the Lease and there are no existing circumstances which with the passage of time, notice or both, would give rise to a default under the Lease.

5. "As Is;" Tenant Improvement Allowances. Except as noted in Exhibit B, Landlord shall have no obligation to perform any construction or make any additional improvements or alterations, or to afford any allowance to Tenant for improvement or alterations, in connection with this Amendment. Tenant acknowledges and agrees that all construction obligations of Landlord under the Lease required as

of the date hereof, including, without limitation, payment of any tenant improvement allowances, have been performed in full and accepted.

6. Right of First Offer. Subject to the terms and conditions set forth in Exhibit C, Tenant shall have the right to make reasonable offer to Landlord to expand into abutting space at: 11950 SW Leveton Drive, Tualatin, Oregon, 97062, should its current occupant elect not to exercise its option to extend its lease, scheduled to expire June 30, 2023.

7. Broker Commission. Landlord agrees to pay Tenant's broker, WBSE Equities, a commission equal to one and one quarter percent (1.25%) of the aggregate net rent for the initial term of this extension. The commission shall be paid one half on lease execution and the balance on lease commencement. Tenant covenants and represents that Tenant had no negotiations or agreements regarding the Building or the leasing of space with any broker other than those named above, and Landlord shall not be responsible for any brokerage commissions except as otherwise agreed in writing by Landlord. Tenant agrees to indemnify, defend and hold Landlord harmless from any party claiming a commission by or through Tenant, except to the extent that Landlord has agreed in writing to pay such commission. In no event shall any commissions be paid on any extensions or renewals of this Lease extension, See Exhibit A.

8. Full Force and Effect. Except as expressly modified by this Amendment, the Lease remains unmodified and in full force and effect. All references in the Lease to "this Lease" shall be deemed references to the Lease as modified by this Amendment.

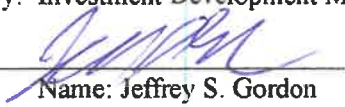
9. Counterparts: Electronic Signatures. This Amendment may be executed in one or more counterparts and the signature pages combined to constitute one document. Electronic signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date and year first above written.

LANDLORD:

IDM-OREGON, L.L.C.,
An Oregon limited liability company

By: Investment Development Management, LLC


Name: Jeffrey S. Gordon
Its: Manager

TENANT:

DPI SPECIALTY FOODS NORTHWEST,
INC
An Oregon corporation

By: 

Name: Marc Barth

Its: CFO

EXHIBIT A

OPTION TO EXTEND LEASE

While this Lease is in full force and effect, provided Tenant has not been in default of any of the terms, covenants and conditions thereof, the original Tenant shall have the option to extend the Term of this Lease for one (1) additional term of five (5) years, as follows:

- A. The renewal term shall commence on the day following expiration of the Extension Period.
- B. The option may be exercised by written notice to Landlord given not less than nine (9) months prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the Lease binding for the renewal term without further act of the parties. Landlord and Tenant shall then be bound to take the steps required in connection with the determination of rent as specified below.
- C. The terms and conditions of the Lease for such renewal term shall be identical with the original term except for Base Rent and except that Tenant will no longer have any option to renew this Lease that has been exercised. Rent for the renewal term shall be fair market value as determined in subparagraph D below, but in no case shall the Base Rent be less than during the preceding original renewal term, with three percent (3%) annual increases thereafter.
- D. If the parties do not agree on the fair market value Base Rent within thirty (30) days after notice of election to renew, the Base Rent shall be determined by a qualified, independent real property appraiser familiar with commercial rental values in the area. The appraiser shall be chosen by Tenant from a list of not fewer than five (5) such individuals submitted by Landlord. If Tenant does not make the choice within five days after submission of the list, Landlord may do so. If Landlord does not submit such a list within ten (10) days after written request from Tenant to do so, Tenant may name as an appraiser any individual with the above qualifications. Within thirty (30) days after his or her appointment, the appraiser shall return his or her decision, which shall be final and binding upon both parties. The cost of the appraisal shall be borne equally by both parties.
- E. Landlord shall not be obligated to pay any broker fees in connection with such extension term.

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EXHIBIT B

LANDLORD IMPROVEMENTS

Landlord shall provide the following improvements to the Premises:

- Replace any rusted exit doors.
- Repair a roof leak that is above the stairwell in the west side of the office area and replace damaged ceiling panels.
- Upgrade/repair the office area cooling system, including thermostat.
- Asphalt seal coat and restripe parking area exclusive to DPI warehouse. However, work will be completed in conjunction with north parking lot when DPI chooses to do so (this lot is owned by DPI).
- Replace/repair crumbling curbing around planter boxes in the parking area.

EXHIBIT C

RIGHT OF FIRST OFFER

- A. First Offer Space. Subject to the terms and conditions set forth in this Paragraph 6, Tenant shall have a one-time right of first offer ("Right of First Offer") to lease the portion of the 1st floor of the Building adjacent to the Premises at 11950 SW Leveton Drive, Tualatin, Oregon, 97062, consisting of approximately 57,757 rentable square feet (the "First Offer Space"), if and when the First Offer Space becomes available for lease to third parties. For purposes of this Exhibit C, the First Offer Space shall be "available for lease to third parties" if (i) Landlord is free to lease such space to the general public, unencumbered by any renewal rights, expansion rights, rights of first offer or other similar rights of other tenants in the Building and (ii) Landlord intends to market the First Offer Space to the general public (i.e., the First Offer Space will not be occupied by Landlord or Landlord's property manager, or by the existing tenant or subtenant of the First Offer Space, whether or not the extension of the existing tenant or subtenant is pursuant to an express written provision in such tenant's lease and without regard to whether such renewal is characterized by the parties thereto as a "renewal" or as a "new lease") (all of the foregoing are herein referred to as "Superior Rights"). Landlord shall have no obligation to offer the First Offer Space to Tenant, and Tenant shall have no right to lease the First Offer Space pursuant to this Paragraph, until all of the Superior Rights have expired or are otherwise terminated. Nothing contained in this Exhibit C shall be deemed to impose any obligation on Landlord to refrain from negotiating with the existing tenant or subtenant of the First Offer Space in order to make the First Offer Space available to Tenant. In addition, Landlord shall have no obligation to offer the First Offer Space to Tenant if the First Offer Space does not become available for lease to third parties during the first [twenty-four (24)] months after the Commencement Date.
- B. Terms. At least eight (8) months prior to the date the First Offer Space is scheduled to become available for lease to third parties or promptly after Landlord becomes aware of any earlier availability, Landlord shall give Tenant written notice (the "First Offer Notice") that the First Offer Space will or has become available for lease to third parties (as such availability is determined in good faith by Landlord) pursuant to the terms of Tenant's Right of First Offer. (The First Offer Notice may be conditioned on the failure of a holder of Superior Rights to lease the First Offer Space.) The First Offer Notice shall set forth the material terms upon which Landlord is willing to lease the First Offer Space to Tenant, including, but not limited to: (i) the Base Rent, which shall equal Landlord's good faith estimate of the prevailing market rate of the First Offer Space for the proposed term, (ii) the tenant improvements Landlord proposes to install and/or any tenant improvement allowance that Landlord proposes to pay to a tenant in connection with a lease of the First Offer Space, (iii) the anticipated date upon which possession of such First Offer Space will be available; and (iv) such other matters as Landlord may wish to include as proposed terms.
- C. Procedure for Acceptance. Tenant may, not later than thirty (30) business days after Landlord gives the First Offer Notice to Tenant (the "Election Date"), at its option, deliver written notice to Landlord ("Tenant's Election Notice") electing to lease the First Offer Space upon the terms set forth in the First Offer Notice. If Tenant does not deliver Tenant's Election Notice on or before the Election Date, Tenant shall have no further rights under this Exhibit C. Time is of the essence of this provision, and Tenant acknowledges and agrees that Landlord will have no obligation to lease the First Offer Space to Tenant if Tenant does not deliver Tenant's Election Notice within the time specified. Any qualified or conditional acceptance by Tenant of Landlord's First Offer Notice shall be deemed a counteroffer to, and a rejection of, Landlord's First Offer Notice. If Tenant's Election Notice is not a written, unconditional acceptance of Landlord's First Offer Notice, or is not delivered to Landlord by





the Election Date, then Tenant's rights under this Exhibit C shall automatically terminate, and Landlord shall thereafter be entitled to lease all or any portion of the First Offer Space identified in the First Offer Notice to any person or entity on any terms which may be satisfactory to Landlord, in its sole discretion, including terms and conditions more favorable to such person or entity than the terms and conditions set forth in the First Offer Notice.

- D. Amendment to Lease. If Tenant leases First Offer Space pursuant to this Exhibit C, Landlord shall prepare and Tenant shall promptly execute an amendment to this Lease to add the applicable First Offer Space to the Premises upon the terms specified in the First Offer Notice, and otherwise on the terms and conditions set forth herein, and modify the applicable provisions of this Lease, including items in the Basic Lease Information such as the Base Rent, the Premises square footage, and Tenant's Proportionate Share.
- E. General Provisions. The following general provisions apply to the Right of First Offer:
- Notwithstanding anything to the contrary contained herein, Tenant's exercise of the Right of First Offer shall, at Landlord's election, be null and void if (i) Tenant is in Default under this Lease, or an event has occurred which with the giving of notice or the passage of time, or both, would constitute a Default, at the time of exercise of the Right of First Offer, or (ii) Landlord has given Tenant two (2) or more notices respecting a default during the twelve (12) month period immediately preceding Tenant's exercise of the Right of First Offer, whether or not the default is subsequently cured, or (iii) late charges have become payable pursuant to Paragraph 6 of this Lease three (3) or more times during the twenty-four (24) month period immediately preceding Tenant's exercise of the Right of First Offer, or (iv) Chronic Overuse has occurred at any time prior to exercise of the Right of First Offer, or (v) at the time Tenant exercises the Right of First Offer, the net worth of Tenant, determined in accordance with generally accepted accounting principles, is less than eighty percent (80%) of the net worth of Tenant at the time Tenant executed this Lease.
 - If this Lease shall terminate for any reason, then immediately upon such termination, the Right of First Offer shall simultaneously terminate and become null and void.
 - Tenant's right to lease the First Offer Space pursuant to this Exhibit C is personal to, and may be exercised only by, the original named Tenant under this Lease, and shall remain in effect only so long as the original Tenant named herein continues to occupy the entire Premises. No assignee or subtenant shall have any right to exercise the Right of First Offer, and the original Tenant named herein shall have no right to exercise the Right of First Offer on behalf of any assignee or subtenant. If the original Tenant named herein shall assign this Lease or sublet all or any portion of the Premises, then effective upon such assignment or subletting, Tenant's right to exercise the Right of First Offer shall simultaneously terminate and be of no further force or effect.



