

SEATTLE LOGISTICS CENTER II

Landlord

AMB PARTNERS II SEATAC, L.L.C.
A Delaware limited liability company

Tenant

EuroBest Food Industries, Inc.
an Oregon corporation

TABLE OF CONTENTS

	Page
1. BASIC PROVISIONS	1
1.1 Parties	1
1.2 Premises	1
1.3 Term	1
1.4 Base Rent	1
1.5 Tenant's Share of Operating Expenses	1
1.6 Tenant's Estimated Monthly Rent Payment	1
1.7 Security Deposit	1
1.8 Permitted Use	1
1.9 Guarantor	1
1.10 Addenda and Exhibits	1
1.11 Address for Rent Payments	2
2. PREMISES, PARKING AND COMMON AREAS	2
2.1 Letting	2
2.2 Common Areas - Definition	2
2.3 Common Areas - Tenant's Rights	2
2.4 Common Areas - Rules and Regulations	2
2.5 Common Area Changes	2
2.6 Parking	2
2.7 Relocation of Premises	3
3. TERM	3
3.1 Term	3
3.2 Delay in Possession	3
3.3 Commencement Date Certificate	3
4. RENT	3
4.1 Base Rent	3
4.2 Operating Expenses	3
5. SECURITY DEPOSIT	4
6. USE	4
6.1 Permitted Use	4
6.2 Hazardous Substances	5
6.3 Tenant's Compliance with Requirements	5
6.4 Inspection: Compliance with Law	6
6.5 Tenant Move-In Questionnaire	6
7. MAINTENANCE, REPAIRS, TRADE FIXTURES AND ALTERATIONS	6
7.1 Tenant's Obligations	6
7.2 Landlord's Obligations	6
7.3 Alterations	6
7.4 Surrender/Restoration	7
8. INSURANCE; INDEMNITY	7
8.1 Payment of Premiums	7
8.2 Tenant's Insurance	7
8.3 Landlord's Insurance	7
8.4 Waiver of Subrogation	7
8.5 Indemnity	7
8.6 Exemption of Landlord from Liability	8
9. DAMAGE OR DESTRUCTION	8
9.1 Termination Right	8
9.2 Damage Caused by Tenant	8
10. REAL PROPERTY TAXES	8
10.1 Payment of Real Property Taxes	8
10.2 Real Property Tax Definition	8
10.3 Joint Assessment	8
10.4 Tenant's Property Taxes	8
10.5 Additional Improvements	9
11. UTILITIES	9

TABLE OF CONTENTS

	Page
12. ASSIGNMENT AND SUBLETTING	9
12.1 Landlord's Consent Required	9
12.2 Rent Adjustment	9
12.3 Excess Consideration	9
13. DEFAULT; REMEDIES	10
13.1 Default	10
13.2 Remedies	10
13.3 Late Charges	10
14. CONDEMNATION	10
15. ESTOPPEL CERTIFICATE AND FINANCIAL STATEMENTS	11
15.1 Estoppel Certificate	11
15.2 Financial Statement	11
16. ADDITIONAL COVENANTS AND PROVISIONS	11
16.1 Severability	11
16.2 Interest on Past-Due Obligations	11
16.3 Time of Essence	11
16.4 Landlord Liability	11
16.5 No Prior or Other Agreements	11
16.6 Notice Requirements	11
16.7 Date of Notice	11
16.8 Waivers	12
16.9 Holdover	12
16.10 Cumulative Remedies	12
16.11 Binding Effect; Choice of Law	12
16.12 Landlord	12
16.13 Attorneys' Fees and Other Costs	12
16.14 Landlord's Access: Showing Premises; Repairs	12
16.15 Tenant Signage	12
16.16 Termination: Merger	12
16.17 Quiet Possession	13
16.18 Subordination: Attornment; Non-Disturbance	13
16.19 Rules and Regulations	13
16.20 Security Measures	13
16.21 Reservations	13
16.22 Agency Disclosure	13
16.23 Brokerage Relationships	13
16.24 Payment of Brokers	14
16.25 Conflict	14
16.26 Offer	14
16.27 Amendments	14
16.28 Multiple Parties	14
16.29 Authority	14
16.30 Accord and Satisfaction	14
16.31 Lease Captions	14
16.32 Counterparts	14
16.33 Interpretation	14
SIGNATURES	14
ADDENDA	
EXHIBIT A	
EXHIBIT B	
EXHIBIT C	
EXHIBIT D	
EXHIBIT E	
EXHIBIT F-1	
EXHIBIT F-2	
EXHIBIT F-3	
EXHIBIT G-1	
EXHIBIT G-2	
EXHIBIT H	
EXHIBIT I	
EXHIBIT J	
EXHIBIT K	
<u>EXHIBIT L</u>	
GLOSSARY	

**AMB PROPERTY CORPORATION
INDUSTRIAL MULTI-TENANT LEASE**

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("Lease") dated **September 28, 2007**, is made by and between **AMB Partners II SeaTac, L.L.C.**, a **Delaware limited liability company**, ("Landlord") and **EuroBest Food Industries, Inc.** an **Oregon corporation** ("Tenant") (collectively the "Parties," or individually a "Party").

1.2 **Premises:** A portion, approximately **15,835 SF**, **4,018 SF** of which is office area, outlined on Exhibit A (Premises and Site Plan) attached hereto ("Premises"), of the building ("Building") located at **18900 8th Avenue South, Suite 100** in the City of **SeaTac**, State of **Washington**. The Building is located in the industrial center commonly known as **Seattle Logistics Center II** (the "Industrial Center"). Tenant shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.3 below), but shall not have any rights to the roof, exterior walls or utility raceways of the Building or to any other buildings in the Industrial Center. The Premises, the Building, the Common Areas, the land upon which they are located and all other buildings and improvements thereon are herein collectively referred to as the "Industrial Center."

1.3 **Term:** **5** years and **4** months ("Term") commencing **December 1, 2007**, ("Commencement Date") and ending **March 31, 2013** ("Expiration Date").

1.4 **Base Rent:** \$See Below per month ("Base Rent"). **\$34,528.00** payable on execution of this Lease for period **of first month's Base Rent, Operating Expenses and Security Deposit.**

December 1, 2007 – March 31, 2008	\$0.00	+ NNN's
April 1, 2008 – November 30, 2008	\$12,747.00	+ NNN's
December 1, 2008 – November 30, 2009	\$13,129.00	+ NNN's
December 1, 2009 – November 30, 2010	\$13,523.00	+ NNN's
December 1, 2010 – November 30, 2011	\$13,929.00	+ NNN's
December 1, 2011 – March 31, 2013	\$14,347.00	+ NNN's

1.5 **Tenant's Share of Operating Expenses ("Tenant's Share"):**

(a) Industrial Center	(15,835 sf/233,744 sf)	6.77%
(b) Building	(15,835 sf/88,865 sf)	17.82%

1.6 **Tenant's Estimated Monthly Rent Payment:** Following is the estimated Monthly Rent Payment to Landlord pursuant to the provisions of this Lease. This estimate is made at the inception of the Lease and is subject to adjustment pursuant to the provisions of this Lease:

(a) Base Rent (Paragraph 4.1)	\$12,747.00
(b) Operating Expenses (Paragraph 4.2, excluding Real Property Taxes and Landlord Insurance)	\$1,211.00
(c) Landlord Insurance (Paragraph 8.3)	\$152.00
(d) Real Property Taxes (Paragraph 10)	\$2,354.00
Total Estimated Monthly Payment	\$16,464.00

1.7 **Security Deposit:** **\$18,064.00** ("Security Deposit").

1.8 **Permitted Use ("Permitted Use"):** Warehouse, distribution of food products and related administration uses.

1.9 **Guarantor:** N/A

1.10 **Addenda and Exhibits:** Attached hereto are the following Addenda and Exhibits, all of which constitute a part of this Lease:

- | | | |
|-----|-------------|-------------------------------|
| (a) | Addendum 1: | Remedies Addendum |
| | Addendum 2: | Additional Lease Provisions |
| (b) | Exhibits: | |
| | Exhibit A: | Premises and Site Plan |
| | Exhibit B: | Commencement Date Certificate |
| | Exhibit C: | Rules and Regulations |
| | Exhibit D: | Landlord's Waiver |
| | Exhibit E: | Environmental Questionnaire |

Exhibit E:	Environmental Questionnaire
Exhibit F-1:	Work Letter Agreement
Exhibit F-2:	Property Tenant Improvement Finishes
Exhibit F-3:	Space Plan
Exhibit G-1:	Signage
Exhibit G-2:	Secondary Signage Example
Exhibit H:	Guaranty of Lease Intentionally deleted
Exhibit I:	Legal Description
Exhibit J:	Final Plans Intentionally deleted
Exhibit K:	Move Out Standards
<u>Exhibit L:</u>	<u>Financial Summary Letter</u>

1.11 Address for Rent Payments: All amounts payable by Tenant to Landlord shall until further notice from Landlord be paid to AMB Partners II SeaTac LLC, (SeaLog 2) c/o R. J. Hallissey Co., Inc. at the following address:

AMB Partners II SeaTac LLC, (SeaLog 2)
c/o R. J. Hallissey Co., Inc.
P. O. Box 6156
Hicksville, NY 11802-6156

2. Premises, Parking and Common Areas.

2.1 Letting. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises upon all of the terms, covenants and conditions set forth in this Lease. Any statement of square footage set forth in this Lease or that may have been used in calculating Base Rent and/or Operating Expenses is an approximation which Landlord and Tenant agree is reasonable and the Base Rent and Tenant's Share based thereon is not subject to revision whether or not the actual square footage is more or less, **provided the actual square footage is within 5% of the square footage specified herein.** Tenant accepts the Premises in its present condition, state of repair and operating order and in its present "As-Is" condition, subject to Addendum 2 Additional Lease Provisions, Exhibit F-1 Work Letter Agreement, Exhibit F-2 Property Tenant Improvement Finishes and Exhibit F-3 Space Plan, as applicable; and Landlord makes no representation or warranty regarding the usability or functionality of the Premises for Tenant's use of the Premises, it being understood that it is Tenant's sole responsibility to verify that the Premises is appropriate for Tenant's use of the Premises.

2.2 Common Areas - Definition. "Common Areas" are all areas and facilities outside the Premises and within the exterior boundary line of the Industrial Center and interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Industrial Center and their respective employees, suppliers, shippers, tenants, contractors and invitees.

2.3 Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or covenants, conditions and restrictions governing the use of the Industrial Center.

2.4 Common Areas - Rules and Regulations. Landlord shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable Rules and Regulations with respect thereto in accordance with Paragraph 16.19.

2.5 Common Area Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the locations, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Industrial Center to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Industrial Center, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Industrial Center as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

(g) Notwithstanding anything to the contrary set forth elsewhere in this Lease, any exercise by Landlord of any of the rights reserved to Landlord in Paragraph 2.5 of this Lease shall be undertaken by Landlord in a manner so as not to materially and adversely affect Tenant's use of the Premises for the Permitted Use. Except in the case of Paragraphs 2.5 (b) and (e) above or any emergency or any circumstances that, in the reasonable opinion of Landlord, involve danger to property or the health or safety of persons, Landlord shall give not less than 10 days' prior notice to Tenant of the impending exercise by Landlord of any of the rights reserved to Landlord pursuant to the terms and conditions of Paragraph 2.5 of this Lease.

2.6 **Parking.** Tenant may use a proportionate share of undesignated vehicle parking spaces, unreserved and unassigned, on those portions of the Common Areas designated by Landlord for such parking. Tenant shall not use more parking spaces than such number. Such parking spaces shall be used only for parking by vehicles no larger than full sized passenger automobiles or pick-up trucks. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described herein, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable as additional rent upon demand by Landlord. **Landlord shall provide Tenant with sixteen (16) parking stalls in front of the Premises. Four (4) stalls shall be assigned to and stenciled with Tenant's name and the remaining twelve (12) parking stalls shall be made available on a first come first served basis. Four (4) additional parking stalls shall be provided for Tenant's use immediately against the Building on the drive-in ramp or in front of the dock doors on the south side of the Premises. In the event Tenant is unable to park sixteen (16) passenger cars in front of the Premises on an ongoing basis, Landlord shall stencil twelve (12) additional parking stalls with Tenant's name in front of the Premises for a total of sixteen (16) parking stalls.**

2.7 **Relocation of Premises** ~~**Intentionally deleted.**~~

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Term of this Lease are as specified in Paragraph 1.3.

3.2 **Delay in Possession.** If for any reason Landlord cannot deliver possession of the Premises to Tenant by the Commencement Date, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder. In such case, Tenant shall not, except as otherwise provided herein, be obligated to pay Rent or perform any other obligation of Tenant under the terms of this Lease until Landlord delivers possession of the Premises to Tenant. If possession of the Premises is not delivered to Tenant within 60 days after the Commencement Date and such delay is not due to Tenant's acts, failure to act or omissions Tenant may by notice in writing to Landlord within 10 days after the end of said 60 day period cancel this Lease and the parties shall be discharged from all obligations hereunder. If such written notice of Tenant is not received by Landlord within said 10 day period, Tenant's right to cancel this Lease shall terminate.

3.3 **Commencement Date Certificate.** At the request of Landlord, Tenant shall execute and deliver to Landlord a completed certificate ("Commencement Date Certificate") in the form attached hereto as Exhibit B.

4. **Rent.**

4.1 **Base Rent.** Tenant shall pay to Landlord Base Rent and other monetary obligations of Tenant to Landlord under the terms of this Lease (such other monetary obligations are herein referred to as "Additional Rent") in lawful money of the United States,

without offset or deduction, in advance on or before the first day of each month. Base Rent and Additional Rent for any period during the term hereof which is for less than one full month shall be prorated based upon the actual number of days of the month involved. Payment of Base Rent and Additional Rent shall be made to Landlord at its address stated herein or to such other persons or at such other addresses as Landlord may from time to time designate in writing to Tenant. Base Rent and Additional Rent are collectively referred to as "Rent". All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be rent.

4.2 Operating Expenses. Tenant shall pay to Landlord on the first day of each month during the term hereof, in addition to the Base Rent, Tenant's Share of all Operating Expenses in accordance with the following provisions:

(a) "Operating Expenses" are all costs incurred by Landlord relating to the ownership and operation of the Industrial Center, Building and Premises including, but not limited to, the following:

(i) The operation, repair, maintenance and replacement in neat, clean, good order and condition of the Common Areas, including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, drainage systems, lighting facilities, fences and gates, exterior signs and tenant directories.

(ii) Water, gas, electricity, telephone and other utilities servicing the Common Areas.

(iii) Trash disposal, janitorial services, snow removal, property management and security services.

(iv) ~~Reserves set aside for maintenance, repair and replacement of the Common Areas and Building.~~

(v) Real Property Taxes.

(vi) Premiums for the insurance policies maintained by Landlord under Paragraph 8 hereof.

(vii) Environmental monitoring and insurance programs.

(viii) Monthly amortization of capital improvements to the Common Areas and the Building. The monthly amortization of any given capital improvement shall be the sum of the (i) quotient obtained by dividing the cost of the capital improvement by Landlord's estimate of the number of months of useful life of such improvement plus (ii) an amount equal to the cost of the capital improvement times 1/12 of the lesser of 12% or the maximum annual interest rate permitted by law.

(ix) Maintenance of the Building including, but not limited to, painting, caulking and repair and replacement of Building components, including, but not limited to, roof, skylights, elevators and fire detection and sprinkler systems, **provided that replacement of the foregoing building components shall be amortized as a capital expenditure under Paragraph 4.2(viii) above.**

(x) **Quarterly maintenance of** ~~H~~ heating, ventilating and air conditioning systems ("HVAC).

(xi) If Tenant fails to maintain the Premises, any expense incurred by Landlord for such maintenance.

(b) Tenant's Share of Operating Expenses that are not specifically attributed to the Premises or Building ("Common Area Operating Expenses") shall be that percentage shown in Paragraph 1.5(a). Tenant's Share of Operating Expenses that are attributable to the Building ("Building Operating Expenses") shall be that percentage shown in Paragraph 1.5(b). Landlord in its sole discretion shall determine which Operating Expenses are Common Area Operating Expenses, Building Operating Expenses or expenses to be entirely borne by Tenant.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose any obligation upon Landlord to either have said improvements or facilities or to provide those services.

(d) Tenant shall pay monthly in advance on the same day as the Base Rent is due Tenant's Share of estimated Operating Expenses. Landlord shall deliver to Tenant within 90 days after the expiration of each calendar year a reasonably detailed statement showing Tenant's Share of the actual Operating Expenses incurred during the preceding year. If Tenant's estimated payments under this Paragraph 4(d) during the preceding year exceed Tenant's Share as indicated on said statement, Tenant shall be credited or refunded at the Landlord's option the amount of such overpayment against Tenant's Share of Operating Expenses next becoming due. If Tenant's estimated payments under this Paragraph 4.2(d) during said preceding year were less than Tenant's Share as indicated on said statement, Tenant shall pay to Landlord the amount of the deficiency within 10 days after delivery by Landlord to tenant of said statement. At any time Landlord may adjust the amount of the estimated Tenant's Share of Operating Expenses to reflect Landlord's reasonable estimate of such expenses for the year.

(e) So long as Tenant is not in default of this Lease, Tenant shall have the right, upon thirty (30) days written request, to review Landlord's records concerning Operating Expenses for the immediately prior calendar year, which request must be delivered within one (1) year after the date Landlord's annual statement of Operating Expenses is delivered to Tenant; provided, however, Tenant shall have no right to review the Operating Expenses: (i) more than one time during a calendar year (ii) if the Operating Expenses for the calendar year in question are not more than five percent (5%) higher than the Operating Expenses for the immediately prior calendar year. Such review shall occur during regular business hours at the site Landlord maintains such records. If Tenant questions any Operating Expenses, Landlord shall provide reasonably satisfactory evidence of the validity of Landlord's calculation (which evidence may be in summary statement (as opposed to the original invoice)) or adjust the item. Disputes which cannot be resolved after a reasonable period of good faith negotiations between the parties shall be resolved by a mutually acceptable nationally recognized accounting firm (the "CPA"), which CPA shall not then be employed by Landlord or Tenant. If such audit discloses that Tenant has overpaid Tenant's share of Operating Expenses, Landlord shall refund such amount to Tenant. Tenant shall pay all costs and expenses of the audit by the CPA. Tenant hereby agrees to keep the results of any such audit confidential except that Tenant may disclose such information to its accountants, legal advisors or as otherwise required by law, and to require Tenant's auditor and its employees and each of their respective attorneys and advisors likewise to keep the results of such audit in strictest confidence.

5. Security Deposit. Tenant shall deposit with Landlord upon Tenant's execution hereof the Security Deposit set forth in Paragraph 1.7 as security for Tenant's faithful performance of Tenant's obligations under this Lease. If Tenant fails to pay Base Rent or Additional Rent or otherwise defaults under this Lease (as defined in Paragraph 13.1), Landlord may use the Security Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, cost, expense, loss or damage (including attorney's fees) which Landlord may suffer or incur by reason thereof. Tenant shall on demand pay Landlord the amount so used or applied so as to restore the Security Deposit to the amount set forth in Paragraph 1.6. Landlord shall not be required to keep all or any part of the Security Deposit separate from its general accounts. Landlord shall, at the expiration or earlier termination of the term hereof and after Tenant has vacated the Premises, return to Tenant that portion of the Security Deposit not used or applied by Landlord. No part of the Security Deposit shall be considered to be held in trust, to bear interest, or to be prepayment for any monies to be paid by Tenant under this Lease.

6. Use.

6.1 Permitted Use. Tenant shall use and occupy the Premises only for the Permitted Use set forth in Paragraph 1.8. Tenant shall not commit any nuisance, permit the emission of any objectionable noise or odor, suffer any waste, make any use of the Premises which is contrary to any law or ordinance or which will invalidate or increase the premiums for any of Landlord's insurance. Tenant shall not service, maintain or repair vehicles on the Premises, Building or Common Areas. Tenant shall not store foods, pallets, drums or any other materials outside the Premises.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or

welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof. Tenant shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Paragraph 6.3). "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but upon notice to Landlord and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of the Permitted Use, so long as such use is not a Reportable Use and does not expose the Premises, or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasements) and/or the deposit of an additional Security Deposit.

(b) **Duty to Inform Landlord.** If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance is located in, under or about the Premises or the Building, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system).

(c) **Tenant Indemnification.** Tenant shall indemnify, protect, defend and hold Landlord, Landlord's affiliates, Lenders, and the officers, directors, shareholders, partners, employees, managers, independent contractors, attorneys and agents of the foregoing ("Landlord Entities") and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant or by any of Tenant's employees, agents, contractors or invitees. Tenant's obligations under this Paragraph 6.2(c) shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved. Tenant's obligations under this Paragraph 6.2(c) shall survive the expiration or earlier termination of this Lease.

(d) Landlord Indemnification. Landlord shall indemnify, protect, defend and hold Tenant, Tenant's affiliates, lenders, and the officers, directors, shareholders, partners, employees, managers, independent contractors, attorneys and agents of the foregoing, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and reasonable attorneys' and consultants fees arising out of or involving any Hazardous Substance now or hereafter on, under or about the Premises in violation of Applicable Requirements, except to the extent such Hazardous Substance are present on the Premises due to an act or omission of Tenant or any of Tenant's employees, agents, contractors or invitees. Tenant's and Landlord's obligations under this Paragraph 6.2(d) shall survive the expiration or earlier termination of this Lease.

Under no circumstances shall Landlord or Tenant be responsible to the other party for any consequential or speculative damages incurred or claimed by the damaged party.

6.3 **Tenant's Compliance with Requirements.** Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all "Applicable Requirements,"

which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill or release of any Hazardous Substance), now in effect or which may hereafter come into effect. Tenant shall, within 5 days after receipt of Landlord's written request, provide Landlord with copies of all documents and information evidencing Tenant's compliance with any Applicable Requirements and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Requirements.

6.4 Inspection; Compliance with Law. In addition to Landlord's environmental monitoring and insurance program, the cost of which is included in Operating Expenses, Landlord and the holders of any mortgages, deeds of trust or ground leases on the Premises ("Lenders") shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Applicable Requirements. Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The cost and expenses of any such inspections shall be paid by the party requesting same unless a violation of Applicable Requirements exists or is imminent or the inspection is requested or ordered by a governmental authority. In such case, Tenant shall upon request reimburse Landlord or Landlord's Lender, as the case may be, for the costs and expenses of such inspections.

6.5 Tenant Move-In Questionnaire. Prior to executing this Lease, Tenant has completed, executed and delivered to Landlord, Tenant's Move-In and Lease Renewal Environmental Questionnaire (the "Tenant Move-In Questionnaire"), a copy of which is attached hereto as Exhibit E and incorporated herein by this reference. Tenant covenants, represents and warrants to Landlord that the information on the Tenant Move-In Questionnaire is true and correct and accurately describes the use(s) of Hazardous Substances which will be made and/or used on the Premises by Tenant.

7. Maintenance, Repairs, Trade Fixtures and Alterations.

7.1 Tenant's Obligations.

(a) Subject to the provisions of Paragraph 7.2 (Landlord's Obligations), Paragraph 9 (Damage or Destruction) and Paragraph 14 (Condemnation), Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition and repair (whether or not such portion of the Premises requiring repair, or the means of repairing the same, are reasonable or readily accessible to Tenant and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises) including, without limiting the generality of the foregoing, all equipment or facilities specifically serving the Premises, such as plumbing, heating, air conditioning, ventilating (with the exception of quarterly preventative maintenance of heating, air conditioning and ventilating equipment, which shall be performed by Landlord and included in the monthly Operating Expenses), electrical, lighting facilities, boilers, fired or unfired pressure vessels, fire hose connectors if within the Premises, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and dock doors related equipment (including but not limited to dock levelers, bumpers, lights and adjacent dock wells), but excluding any items which are the responsibility of Landlord pursuant to Paragraph 7.2 below. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair, excluding normal wear and tear. To the extent that replacement of the heating and air conditioning components is required and the cost of such replacement is greater than \$2,000 in any calendar year and the component being replaced has a useful life greater than the term of this Lease, the cost of such replacement shall be amortized over ten (10) years and reimbursed by Tenant in the same manner as that set forth in Paragraph 4.2(a)(viii).

(b) ~~Tenant shall, at its own cost and expense, enter into and keep in force during the term of this Lease, a quarterly scheduled preventative maintenance/service contract (the "Service Contract") with a maintenance contractor approved by Landlord, for servicing all heating and air conditioning systems and equipment within the Premises, which shall include a~~

~~thorough inspection of all filters, belts, controls and all functions of the operational equipment. The service contract must include replacement of the aforementioned components if necessary and must become effective within thirty (30) days of the Commencement Date. A copy of the Service Contract shall be delivered to Landlord by Tenant within thirty (30) days of the Commencement Date and upon each renewal of the Service Contract. Should Tenant fail to supply Landlord with the Service Contract within 30 days, Landlord shall have the right to enter into such contract on behalf of Tenant, and Tenant shall pay Landlord, as additional rent hereunder, the cost thereof. Within sixty (60) days prior to expiration or earlier termination of this Lease, Landlord may, at Landlord's option, cause Tenant's heating and air conditioning equipment to be inspected by Landlord's contractor. Tenant shall reimburse Landlord for any expenditures required to return said unit to serviceable condition. Notwithstanding the above, Landlord may, at its option, upon written notice to Tenant, contract for and provide a service and maintenance program for all heating and air conditioning units supplied within the Premises. The cost of this service shall be paid for by Landlord and reimbursed by Tenant. Said costs are considered additional rent and are payable on a monthly basis upon the same terms and conditions as rent.~~

7.2 Landlord's Obligations. Subject to the provisions of Paragraph 6 (Use), Paragraph 7.1 (Tenant's Obligations), Paragraph 9 (Damage or Destruction) and Paragraph 14 (Condemnation), Landlord, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations and exterior walls of the Building, utility systems outside the Building, Building roof and common areas.

7.3 Alterations. Tenant shall not make nor cause to be made any alterations, installations in, on, under or about the Premises **without the prior written consent of Landlord, which consent shall not be unreasonably withheld except that Landlord may withhold Landlord's consent in its sole discretion with respect to any alteration that affects the structure or exterior of the Building or the Building's mechanical, electrical, plumbing, life safety or other building systems. Not less than fifteen (15) days prior to making any Alteration, Tenant shall provide both Landlord and Landlord's property managers with complete plans and specifications to determine if such proposed Alteration affects the structural or exterior elements of the Building or any of the Building's systems. If Landlord consents to the making of any Alterations, the same shall be made at Tenant's sole cost and expense using a contractor approved by Landlord (which approval shall not be unreasonably withheld). Any construction, alteration, maintenance, repair, replacement, installation, removal or decoration undertaken by Tenant in connection with the Premises shall be completed substantially in accordance with the plans and specifications approved by Landlord shall be carried out in a good, workmanlike and prompt manner, and shall comply with all applicable statutes (including, without limitation, the Americans With Disabilities Act and all regulations promulgated thereunder), laws, ordinances, regulations, rules, orders and requirements of the authorities having jurisdiction thereof. As-built plans and specifications shall be provided by Tenant to Landlord upon completion of work. Tenant shall give Landlord at least ten (10) days prior notice of commencement of any work of construction, alteration, maintenance, repair or replacement in order to enable Landlord to post and record notices of nonresponsibility. Tenant shall keep the Premises, Common Areas, Building and the real property upon which the Building is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Within sixty (60) days after completion of any Alterations, Tenant shall deliver to Landlord fully executed lien waivers and releases from each contractor and subcontractor performing work in the Building and all material suppliers and others granted lien rights by Washington law. All installations and Alterations made by Tenant shall immediately become the property of Landlord, and Landlord may require any and all such installations and Alterations to be removed from the Premises at the end of the term of this Lease. Notwithstanding the foregoing, Landlord acknowledges that Tenant shall install walk-in panel coolers and freezers and related equipment in the warehouse and kitchen appliances in the office area. Tenant shall remove said equipment at the expiration or earlier termination of the Lease and return the Premises to its original condition.**

7.4 Surrender/Restoration. Tenant shall surrender the Premises by the end of the last day of the Lease term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair ordinary wear and tear excepted per the attached Exhibit K.

8. Insurance; Indemnity.

8.1 Payment of Premiums. The cost of the premiums for the insurance policies maintained by Landlord under this Paragraph 8 shall be a Common Area Operating Expense

pursuant to Paragraph 4.2 hereof. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Commencement Date or Expiration Date.

8.2 Tenant's Insurance.

(i) At its sole cost and expense, Tenant shall maintain in full force and effect during the Term of the lease the following insurance coverages insuring against claims which may arise from or in connection with the Tenant's operation and use of the leased premises.

(a) Commercial General Liability with minimum limits of \$1,000,000 per occurrence; \$3,000,000 general aggregate for bodily injury, personal injury and property damage. If required by Landlord, liquor liability coverage will be included.

(b) Workers' Compensation insurance with statutory limits and Employers Liability with a \$1,000,000 per accident limit for bodily injury or disease.

(c) Automobile Liability covering all owned, non-owned and hired vehicles with a \$1,000,000 per accident limit for bodily injury and property damage.

(d) Property insurance against all risks of loss to any tenant improvements or betterments and business personal property on a full replacement cost basis with no coinsurance penalty provision; and Business Interruption Insurance with a limit of liability representing loss of at least approximately six months of income.

(ii) Tenant shall deliver to AMB or Landlord's property management company certificates of all insurance reflecting evidence of required coverages prior to initial occupancy; and annually thereafter.

(iii) If, in the reasonable and customary opinion of Landlord's insurance advisor, the amount or scope of such coverage is deemed inadequate at any time during the Term, Tenant shall increase such coverage to such reasonable amounts or scope as Landlord's advisor deems reasonably adequate.

(iv) All insurance required under Paragraph 8.2 (i) shall be primary and non-contributory (ii) shall provide for severability of interests, (iii) shall be issued by insurers, licensed to do business in the state in which the Premises are located and which are rated A:VII or better by Best's Key Rating Guide, (iv) shall be endorsed to include Landlord and such other persons or entities as Landlord may from time to time designate, as additional insureds (Commercial General Liability only), and (v) shall be endorsed to provide at least 30-days prior notification of cancellation or material change in coverage to said additional insureds.

8.3 Landlord's Insurance. ~~Landlord may, but shall not be obligated to, maintain all risk, including earthquake and flood, insurance covering the buildings within the Industrial Center on a full replacement cost basis. Commercial General Liability of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and may, but shall not be obligated to, maintain earthquake and flood insurance covering the buildings within the Industrial Center and such other insurance in such amounts and covering such other liability or hazards as deemed appropriate by Landlord. The amount and scope of coverage of Landlord's insurance shall be determined by Landlord from time to time in its sole discretion and shall be subject to such deductible amounts as Landlord may elect. Landlord shall have the right to reduce or terminate any insurance or coverage. Premiums for any such insurance shall be a Common Area Operating Expense.~~

8.4 Waiver of Subrogation. To the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant each waive any right to recover against the other on account of any and all claims Landlord or Tenant may have against the other with respect to property insurance actually carried, or required to be carried hereunder, to the extent of the proceeds realized from such insurance coverage.

8.5 Indemnity.

(a) Tenant Indemnity. Tenant shall protect, indemnify and hold the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of:

(i) any damage to any property (including but not limited to property of any Landlord Entity) or death or injury to any person occurring in or about the Premises, the Building or the Industrial Center to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault or omission by or of Tenant, its agents, servants, employees, invitees, or visitors;

(ii) the conduct or management of any work or anything whatsoever done by the Tenant on or about the Premises or from transactions of the Tenant concerning the Premises;

(iii) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or

(iv) any breach or default of the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease.

The provisions of this Paragraph 8.5 shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

(b) Landlord Indemnity. Landlord shall indemnify and hold Tenant harmless for, from and against any claims, actions, damages, liabilities and expenses resulting from and connected with any loss of life, personal injury and/or damage to personal or real property arising in, on or about the Common Areas for the negligence or willful misconduct of Landlord, its agents, contractors, or employees, except to the extent any such claims, actions, damages, liabilities or expenses arise out of any act or omission of Tenant or Tenant's agents, employees, customers, suppliers or invitees.

8.6 Exemption of Landlord from Liability. Except to the extent caused by the gross negligence or willful misconduct of Landlord, Landlord Entities shall not be liable for and Tenant waives any claims against Landlord Entities for injury or damage to the person or the property of Tenant, Tenant's employees, contractors, invitees, customers or any other person in or about the Premises, Building or Business Center from any cause whatsoever, including, but not limited to, damage or injury which is caused by or results from: (i) fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or (ii) from the condition of the Premises, other portions of the Building or Business Center. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord nor from the failure by Landlord to enforce the provisions of any other lease in the Business Center. Notwithstanding Landlord's negligence, gross negligence, or breach of this Lease, Landlord shall under no circumstances be liable for (a) injury to Tenant's business, for any loss of income or profit therefrom or any indirect, consequential or punitive damages or (b) any damage to property or injury to persons arising from any act of God, such as earthquakes, hurricanes, floods, or similar events.

9. Damage or Destruction.

9.1 Termination Right. Tenant shall give Landlord immediate written notice of any damage to the Premises. Subject to the provisions of Paragraph 9.2, if the Premises or the Building shall be damaged to such an extent that there is substantial interference for a period exceeding ~~270~~ **210** consecutive days with the conduct by Tenant of its business at the Premises, Tenant, at any time prior to commencement of repair of the Premises and following 10 days written notice to Landlord, may terminate this Lease effective 30 days after delivery of such notice to Landlord. Such termination shall not excuse the performance by Tenant of those covenants which under the terms hereof survive termination. Rent shall be abated in proportion to the degree of interference during the period that there is such substantial interference with the conduct of Tenant's business at the Premises. Abatement of rent and Tenant's right of termination pursuant to this provision shall be Tenant's sole remedy for failure of Landlord to keep in good order, condition and repair the foundations and exterior walls of the Building, Building roof, utility systems outside the Building, the Common Areas and HVAC.

9.2 Damage Caused by Tenant. Tenant's termination rights under Paragraph 9.1 shall not apply if the damage to the Premises or Building is the result of any act or omission of Tenant or of any of Tenant's agents, employees, customers, invitees or contractors ("Tenant Acts"). Any damage resulting from a Tenant Act shall be promptly repaired by Tenant. Landlord at its option may at Tenant's expense repair any damage caused by Tenant Acts. Tenant shall continue to pay all rent and other sums due hereunder and shall be liable to Landlord for all damages that Landlord may sustain resulting from a Tenant Act.

10. Real Property Taxes.

10.1 Payment of Real Property Taxes. Landlord shall pay the Real Property Taxes due and payable during the term of this Lease prior to delinquency and, except as otherwise provided in Paragraph 10.3, any such amounts shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.2 Real Property Tax Definition. As used herein, the term "Real Property Taxes" is any form of tax or assessment, general, special, ordinary or extraordinary, imposed or levied upon (a) the Industrial Center, (b) any interest of Landlord in the Industrial Center, (c) Landlord's right to rent or other income from the Industrial Center, and/or (d) Landlord's business of leasing the Premises. Real Property Taxes include (i) any license fee, commercial rental tax, excise tax, improvement bond or bonds, levy, local improvement district assessment or tax; (ii) any tax or charge which replaces or is in addition to any of such above-described "Real Property Taxes" and (iii) any fees, expenses or costs (including attorney's fees, expert fees and the like) incurred by Landlord in protesting or contesting any assessments levied or any tax rate. The term "Real Property Taxes" shall also include any increase resulting from a change in the ownership of the Industrial Center or Building, or the improvements thereon the execution of this Lease or any modification, amendment or transfer thereof. Real Property Taxes for tax years commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Commencement Date or Expiration Date.

10.3 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed.

10.4 Tenant's Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant's improvements, fixtures, furnishings, equipment and all personal property of Tenant contained in the Premises or stored within the Industrial Center.

10.5 Additional Improvements. Operating Expenses shall not include Real Property Taxes attributable to improvements placed upon the industrial Center by other tenants or by Landlord for the exclusive enjoyment of such other tenants. Tenant shall, however, pay to Landlord at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed by reason of improvements placed upon the Premises by Tenant or at tenant's request.

11. Utilities. Tenant shall pay directly for all utilities and services supplied to the Premises, including but not limited to electricity, telephone, security, gas and cleaning of the Premises, together with any taxes thereon.

12. Assignment and Subletting.

12.1 Landlord's Consent Required.

(a) Tenant shall not assign, transfer, mortgage or otherwise transfer or encumber (collectively, "assign") or sublet all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. Relevant criteria in determining reasonability of consent include, but are not limited to, credit history of a proposed assignee or sublessee, references from prior landlords, any change or intensification of use of the Premises or the Common Areas and any limitations imposed by the Internal Revenue Code and the Regulations promulgated thereunder relating to Real Estate Investment Trusts. It shall be reasonable for Landlord to deny consent to any sublease or assignment request where the proposed transferee (or any person or entity which directly or indirectly controls, is controlled by, or is under common control with the proposed transferee) is an existing tenant or occupant of the Industrial Center or a person or entity with whom Landlord is then dealing, or with whom Landlord has had any dealings within the previous six (6) months, with respect to the leasing of space in the Industrial. Assignment or sublet shall not release Tenant from its obligations hereunder. Tenant shall not (i) sublet or assign or enter into other arrangements such that the amounts to be paid by the sublessee or assignee thereunder would be based, in whole or in part, on the income or profits derived by the business activities of the sublessee or assignee; (ii) sublet the Premises or assign this Lease to any person in which Landlord owns an interest, directly or indirectly (by applying constructive ownership rules set forth in Section 856(d)(5) of the Internal Revenue Code (the "Code"); or (iii) sublet the Premises or assign this Lease in any other manner which could cause any portion of the amounts received by Landlord pursuant to this Lease or any sublease to fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or which could cause any other income received by Landlord to fail to qualify as income described in Section

856(c)(2) of the Code. The requirements of this Section 12.1 shall apply to any further subleasing by any subtenant.

(b) A change in the control of Tenant shall constitute an assignment requiring Landlord's consent. The transfer, on a cumulative basis, of 25% or more of the voting or management control of Tenant shall constitute a change in control for this purpose.

(c) No acceptance by Landlord of any rent or any other sum of money from any assignee, sublessee or other category of transferee shall be deemed to constitute Landlord's consent to any assignment, sublease, or transfer. No such assignment, subletting, occupancy or collection shall be deemed the acceptance of the assignee, tenant or occupant, as Tenant, or a release of Tenant from the further performance by Tenant of Tenant's obligations under this Lease. Any assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease.

(d) Notwithstanding the foregoing, Tenant may assign its interest in this Lease, or sublease all or any portion of the Premises without the prior approval of Landlord (but upon thirty (30) days prior notice to Landlord, which notice shall include, among other things, the description of the transfer and the name, address and telephone number of the transferee and delivery to Landlord of a reaffirmation of any guarantees of Tenant's obligations under this Lease by all guarantors and a document reasonably satisfactory to Landlord that the transferee will comply with the terms and provisions of this Lease) if such assignment or sublease is to (i) a corporation into or with which Tenant is merged or consolidated or with an entity to which all or substantially all of Tenant's assets are transferred, provided (x) such merger, consolidation or transfer of assets is for a valid business purpose and not principally for the purpose of transferring the leasehold estate created hereby, and (y) the assignee or successor entity has a net worth (determined in accordance with generally accepted accounting principles consistently applied) at least equal to or in excess of the net worth of Tenant immediately prior to such merger, consolidation or transfer and Landlord has been provided with reasonable proof thereof prior to such transaction or (ii) any entity which is controlled by, under common control with or which controls Tenant.

12.2 **Rent Adjustment.** If, as of the effective date of any permitted assignment or subletting the then remaining term of this Lease is less than three (3) years, Landlord may, **in lieu of** its consent: ~~(i) require that the amount and adjustment schedule of the rent payable under this Lease be adjusted to what is then the market value and/or adjustment schedule for property similar to the Premises as then constituted, as determined by Landlord; or (ii) terminate the Lease as of the date of assignment or subletting subject to the performance by Tenant of those covenants which under the terms hereof survive termination.~~

12.3 **Excess Consideration.** In the event of any assignment or sublease, Landlord shall receive as additional rent hereunder one hundred percent (100%) of Tenant's "Excess Consideration" derived from such assignment or sublease. If Tenant shall elect to assign or sublet, Tenant shall use reasonable and good faith efforts to secure consideration from any such assignee or subtenant which would be generally equivalent to then-current market rent, but in no event shall Tenant's monetary obligations to Landlord, as set forth in this Lease, be reduced. In the event of a sublease, "Excess Consideration" shall mean all rent, additional rent or other consideration actually received by Tenant from such subtenant and/or actually paid by such subtenant on behalf of Tenant in connection with the subletting in excess of the rent, additional rent and other sums payable by Tenant under this Lease during the term of the sublease on a per square foot basis if less than all of the Premises is subleased, less marketing costs, attorneys' fees and brokerage commissions, if any, reasonably incurred by Tenant to procure the sublease, and the cost of any alterations made by Tenant specifically for the benefit of such subtenant. In the event of an assignment, "Excess Consideration" shall mean key money, bonus money or other consideration paid by the assignee to Tenant in connection with such assignment, and any payment in excess of fair market value for services rendered by Tenant to assignee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to assignee in connection with such assignment less marketing costs, attorneys' fees and brokerage commissions, if any, reasonably incurred by Tenant to procure the assignment, and the cost of any alterations made by Tenant specifically for the benefit of such assignee. If part of the "Excess Consideration" shall be payable by the assignee or subtenant other than in cash, then Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord.

13. Default; Remedies.

13.1 Default. The occurrence of any one of the following events shall constitute an event of default on the part of Tenant ("Default"):

- (a) The abandonment of the Premises by Tenant;
- (b) Failure to pay any installment of Base Rent, Additional Rent or any other monies due and payable hereunder, said failure continuing for a period of ~~3~~ 5 days after written notice that the same is due;
- (c) A general assignment by Tenant or any guarantor for the benefit of creditors;
- (d) The filing of a voluntary petition in bankruptcy by Tenant or any guarantor, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors or guarantors that is not dismissed within 60 days;
- (e) Receivership, attachment, of other judicial seizure of the Premises or all or substantially all of Tenant's assets on the Premises;
- (f) Failure of Tenant to maintain insurance as required by Paragraph 8.2;
- (g) Any breach by Tenant of its covenants under Paragraph 6.2;
- (h) Failure in the performance of any of Tenant's covenants, agreements or obligations hereunder (except those failures specified as events of Default in other Paragraphs of this Paragraph 13.1 which shall be governed by such other Paragraphs), which failure continues for 10 days after written notice thereof from Landlord to Tenant provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such 10 day period despite reasonable diligence, Tenant shall not be in default under this subparagraph unless Tenant fails thereafter diligently and continuously to prosecute the cure to completion;
- (i) Any transfer of a substantial portion of the assets of Tenant, or any incurrence of a material obligation by Tenant, unless such transfer or obligation is undertaken or incurred in the ordinary course of Tenant's business or in good faith for equivalent consideration, or with Landlord's consent; and
- (j) The default of any guarantors of Tenant's obligations hereunder under any guaranty of this Lease, or the attempted repudiation or revocation of any such guaranty.

13.2 Remedies. In the event of any Default by Tenant, Landlord shall have the remedies set forth in the Addendum attached hereto entitled "Landlord's Remedies in Event of Tenant Default".

13.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within 5 days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ~~40~~ 5% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the portion of the Common Areas designated for Tenant's parking, is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing within 10 days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes

such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. No reduction of Base Rent shall occur if the condemnation does not apply to any portion of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, provided, however, that Tenant shall be entitled to any compensation, separately awarded to Tenant for Tenant's relocation expenses and/or loss of Tenants trade fixtures. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of its net severance damages in the condemnation matter, repair any damage to the Premises caused by such condemnation authority. Tenant shall be responsible for the payment of any amount in excess of such net severance damages required to complete such repair.

15. Estoppel Certificate and Financial Statements.

15.1 Estoppel Certificate. Each party (herein referred to as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party, to the extent it can truthfully do so, an estoppel certificate, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

15.2 Financial Statement. If Landlord desires to finance, refinance, or sell the Building, Industrial Center or any part thereof, Tenant ~~and all Guarantors~~ shall deliver to any potential lender or purchaser designated by Landlord ~~such financial statements~~ the financial information generally described in the summary letter attached as Exhibit L of Tenant and such Guarantors and such other financial information as may be reasonably required by such lender or purchaser, ~~including but not limited to Tenant's financial statements for the past 3 years~~. All such financial information shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

16. Additional Covenants and Provisions.

16.1 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall not affect the validity of any other provision hereof.

16.2 Interest on Past-Due Obligations. Any monetary payment due Landlord hereunder not received by Landlord within 10 days following the date on which it was due shall bear interest from the date due at 12% per annum, but not exceeding the maximum rate allowed by law in addition to the late charge provided for in Paragraph 13.3.

16.3 Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

16.4 Landlord Liability. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Industrial Center. Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease. In no event whatsoever shall Landlord (which term shall include, without limitation, any general or limited partner, trustees, beneficiaries, officers, directors, or stockholders of Landlord) ever be personally liable for any such liability.

16.5 No Prior or Other Agreements. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and supersedes all oral, written prior or contemporaneous agreements or understandings.

16.6 Notice Requirements. All notices to be given hereunder shall be deemed to have been given when given in writing by depositing the same in the United States mail, postage prepaid, registered or certified, or by overnight mail, and address to the party at the respective mailing address as herein set forth.

To Landlord at: AMB Partners II SeaTac LLC
c/o AMB Property Corporation
Pier 1, Bay 1
San Francisco, CA 94111

With cc to: R. J. Hallissey Co., Inc.
12720 Gateway Drive #110
Tukwila, WA 98168

To Tenant at: EuroBest Food Industries, Inc dba
DPI Northwest
12360 SW Leveton Dr
Tualatin, OR 97062

It is understood that each party may change the address to which notices may be sent by giving a written notice of such change to the other party hereto in the manner herein provided.

16.7 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the United States Postal Service or courier. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon telephone or facsimile confirmation of receipt of the transmission thereof, provided a copy is also delivered via hand or overnight delivery or certified mail. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

16.8 Waivers. No waiver by Landlord of a Default by Tenant shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default by Tenant of the same or any other term, covenant or condition hereof.

16.9 Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant holds over with the consent of Landlord: (i) the Base Rent payable shall be increased to ~~475~~ **150%** of the Base Rent applicable during the month immediately preceding such expiration or earlier termination; (ii) Tenant's right to possession shall terminate on 30 days notice from Landlord and (iii) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as a consent by Landlord to any holding over by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs and expenses, including, without limitation, attorneys' fees incurred or suffered by Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

16.10 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or in equity.

16.11 Binding Effect: Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

16.12 Landlord. The covenants and obligations contained in this Lease on the part of Landlord are binding on Landlord, its successors and assigns, only during and in respect of their respective period of ownership of such interest in the Industrial Center. In the event of any transfer or transfers of such title to the Industrial Center, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

16.13 Attorneys' Fees and Other Costs. If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding shall be entitled to reasonable attorneys' fees. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought. Landlord shall be entitled to attorneys' fees, costs and expenses incurred in preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting breach. Tenant shall reimburse Landlord on demand for all reasonable legal, engineering and other professional services expenses incurred by Landlord in connection with all requests by Tenant for consent or approval hereunder.

16.14 Landlord's Access; Showing Premises; Repairs. Landlord and Landlord's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon reasonable notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises or to the Building, as Landlord may reasonably deem necessary. Landlord may at any time place on or about the Premises or Building any ordinary "For Sale" signs and Landlord may at any time during the last 180 days of the term hereof place on or about the Premises any ordinary "For Lease" signs. All such activities of Landlord shall be without abatement of rent or liability to Tenant.

16.15 Tenant Signage: Tenant may, at its sole expense, place external signage on the Building provided that such signs are in accordance with the Sign Specifications for the Industrial Center, have been approved in advance by Landlord and do not violate any statute, regulations, or permitting requirements existing during the Term of this Lease. Tenant shall be responsible for all maintenance of its signage and for the costs of removal of such signs and of restoring the Building to the condition existing prior to its installation and satisfactory to Landlord.

16.16 Termination: Merger. Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Default by Tenant, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, Landlord shall, in the event of any such surrender, termination or cancellation, have the option to continue any one or all of any existing subtenancies. Landlord's failure within 10 days following any such event to make a written election to the contrary by written notice to the holder of any such lesser interest, shall constitute Landlord's election to have such event constitute the termination of such interest.

16.17 Quiet Possession. Upon payment by Tenant of the Base Rent and Additional Rent for the Premises and the performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease.

16.18 Subordination; Attornment; Non-Disturbance.

(a) Subordination. This Lease shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or mortgage (collectively, "Mortgage") now or hereafter placed by Landlord upon the real property of which the Premises are a part, to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that any person holding any Mortgage shall have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease unless and until said Mortgage holder comes into ownership of the Property. In the event of Landlord's default with respect to any such obligation, Tenant will give any Lender, whose name and address have previously in writing been furnished Tenant, notice of a default by Landlord. Tenant may not exercise any remedies for default by Landlord unless and until Landlord and the Lender shall have received written notice of such default and a reasonable time (not less than ~~90~~ 60 days) shall thereafter have elapsed without the default having been cured. If any Lender shall elect to have this Lease superior to the lien of its Mortgage and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such Mortgage. The provisions of a Mortgage relating to the disposition of condemnation and insurance proceeds shall prevail over any contrary provisions contained in this Lease.

(b) Attornment. Subject to the non-disturbance provisions of subparagraph C of this Paragraph 16.18, Tenant agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Mortgage. In the event of such foreclosure, such new owner shall not: (i) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership, (ii) be subject to any offsets or defenses which Tenant might have against any prior Landlord, or (iii) be liable for security deposits or be bound by prepayment of more than one month's rent.

(c) Non-Disturbance. With respect to Mortgage entered into by Landlord after the execution of this Lease, Tenant's subordination of this Lease shall be subject to receiving assurance (a "non-disturbance agreement") from the Mortgage holder that Tenant's possession and this Lease will not be disturbed so long as Tenant is not in default and attorns to the record owner of the Premises.

(d) Self-Executing. The agreements contained in this Paragraph 16.18 shall be effective without the execution of any further documents; provided, however, that upon

written request from Landlord or a Lender in connection with a sale, financing or refinancing of Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as is provided for herein. Landlord is hereby irrevocably vested with full power to subordinate this Lease to a Mortgage.

16.19 Rules and Regulations. Tenant agrees that it will abide by, and to cause its employees, suppliers, shippers, customers, tenants, contractors and invitees to abide by all the rules and regulations attached hereto as Exhibit C ("Rules and Regulations") which Landlord may change from time to time on reasonable notice for the management, safety, care, and cleanliness of the Common Areas, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Industrial Center and their invitees. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Industrial Center.

16.20 Security Measures. Tenant acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures. Landlord has no obligations to provide same. Tenant assumes all responsibility for the protection of the Premises, Tenant, its agents and invitees and their property from the acts of third parties.

16.21 Reservations.

(a) Landlord reserves the right to grant such easements that Landlord deems necessary and to cause the recordation of parcel maps, so long as such easements and maps do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easements or maps.

(b) Tenant agrees that Landlord may at any time following the execution of this Lease, either directly or through Landlord's agents, identify Tenant's name in any marketing materials relating to the Building or Landlord's portfolio and/or make press releases or other announcements regarding the leasing of the Premises by Tenant, and Tenant hereby waives any and all claims in connection therewith.

16.22 Agency Disclosure. At the signing of this Lease Agreement, the Landlord's Leasing Agent, **Arie Salomon, Jeff Forsberg and Billy Moultrie** of **NAI Puget Sound Properties**, represented the Landlord. The Tenant's listing agent, **Peter Wooding and Jim Kidder**, of **GVA Kidder Mathews**, represented the Tenant. Each party signing this document confirms that the prior oral and/or written disclosure of agency was provided to him/her in this transaction. (As required by WAC 308-124D-040.)

16.23 Brokerage Relationships. Landlord and Tenant, by their execution of this Lease Agreement, each acknowledge that they have received a pamphlet on the law of real estate agency as required under RCW 18.86.030(1)(f).

16.24 Payment of Brokers. Landlord shall pay the commissions, if any, due those real estate brokers or agents specifically named in Section 16.22 above by reason of this Lease. Apart from the foregoing, each party represents that it has not had any dealings with any real estate broker, finder, salesperson or other person with respect to this Lease, and each party agrees to hold harmless the other party from all costs, expenses, and/or damages, resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

16.25 Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

16.26 Offer. Preparation of this Lease by either Landlord or Tenant or Landlord's agent or Tenant's agent and submission of same to Tenant or Landlord shall not be deemed an offer to lease. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

16.27 Amendments. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

16.28 Multiple Parties. Except as otherwise expressly provided herein, if more than one person or entity is named herein as Tenant, the obligations of such persons shall be the joint and several responsibility of all persons or entities named herein as such Tenant.

[4.2.5.1] [DPI: NW Lease (Seatac) - 18900 8th Ave South, Seatac, WA.pdf] [page 21 of 49]

16.29 Authority. Each person signing on behalf of Landlord or Tenant warrants and represents that she or is authorized to execute and deliver this Lease and to make it a binding obligation of Landlord or Tenant.

16.30 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

16.31 Lease Captions. The captions of this Lease are for convenience only and are not a part of this Lease, and do not in any way define, limit, describe or amplify the terms or provisions of this Lease or the scope or intent thereof.

16.32 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

16.33 Interpretation. The parties acknowledge that this Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party. No inference shall be made from any item, which has been stricken from this Lease other than the deletion of such item.

The parties hereto have executed this Lease at the place and on the dates specified below their respective signatures.

LANDLORD:

**AMB PARTNERS II SEATAC, L.L.C., a
Delaware limited liability company**

By: AMB Property L. P.,
A Delaware limited partnership, its
general partner

By: AMB Property Corporation, a
Maryland corporation, its general
partner

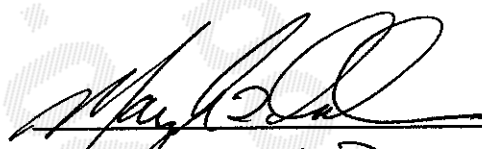
By: 
Name: Jill M. Blechschmidt

Its: Vice President

Date Executed: 11/13/07

TENANT:

**EuroBest Food Industries, Inc. an Oregon
corporation**

By: 
Name: MARK L DAHM

Its: PRESIDENT

Date Executed: 11-12-2007

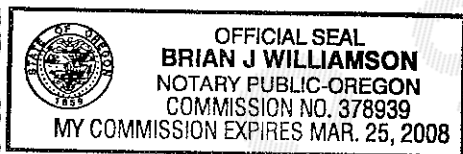
1425.11 (DP) NW Lease (Seal) - 18900 8th Ave South, Seattle, WA.pdf [page 22 of 49]

TENANT

STATE OF OREGON)
COUNTY OF WASHINGTON) ss.

On 11/12/2007, before me Brian Williamson, Notary Public in and for the State of Washington, personally appeared MARK L. DAHM, personally known to me (or 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 executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Signed: Brian J. Williamson
Printed Name: Brian J. Williamson
NOTARY PUBLIC in and for the State of OREGON
residing at 12360 SW Leveton Dr. Tualatin, OR 97062
My Commission Expires: MARCH 25, 2008

LANDLORD:

Washington
STATE OF CALIFORNIA)
King
COUNTY OF SAN FRANCISCO) ss.

On November 13, 2007, before me Karen E. Yerber, Notary Public in and for the State of Washington, personally appeared Jill M. Blechschmidt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and my official seal.

Signature: Karen E. Yerber
Typed Name: Karen E. Yerber
Notary Public in and for the State of California Washington
residing at Ken, WA
My commission expires 7/26/09

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Document Title/Type:	Multi Tenant Industrial Lease
	Number of pages :	47
	Date of Document :	September 28, 2007
	Signer other than named above:	

ADDENDUM 1

To Lease dated September 28, 2007
By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

LANDLORD'S REMEDIES ADDENDUM IN EVENT OF TENANT DEFAULT

(a) **Termination.** In the event of any Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity and/or under this Lease, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

(1) the worth at the time of award of any unpaid Rent and any other sums due and payable which have been earned at the time of such termination; plus

(2) the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(3) the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord (i) in retaking possession of the Premises; (ii) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Premises or any portion thereof, including such acts for reletting to a new lessee or lessees; (iii) for leasing commissions; or (iv) for any other costs necessary or appropriate to relet the Premises; plus

(5) such reasonable attorneys' fees incurred by Landlord as a result of a Default, and costs in the event suit is filed by Landlord to enforce such remedy; and plus

(6) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in subparagraphs (1) and (2) above, the "worth at the time of award" is computed by allowing interest at an annual rate equal to twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less. As used in subparagraph (3) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%). Tenant waives any right of redemption under any other present or future law, in the event Tenant is evicted or Landlord takes possession of the Premises by reason of any Default of Tenant hereunder.

(b) **Continuation of Lease.** In the event of any Default by Tenant, then Landlord shall have all remedies available to Landlord at law or in equity and/or under this Lease.

(c) **Re-entry.** In the event of any Default by Tenant, Landlord shall also have the right, with or without terminating this Lease, in compliance with applicable law, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

(d) **Reletting.** In the event of the abandonment of the Premises by Tenant or in the event that Landlord shall elect to re-enter or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then if Landlord does not elect to terminate this Lease as provided in Paragraph a, Landlord may from time to time, without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises. In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied in the following order: (1) to reasonable attorneys' fees incurred by Landlord as a result of a Default and costs in the event suit is filed by Landlord to enforce such remedies; (2) to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; (3) to the

payment of any costs of such reletting; (4) to the payment of the costs of any alterations and repairs to the Premises; (5) to the payment of Rent due and unpaid hereunder; and (6) the residue, if any, shall be held by Landlord and applied in payment of future Rent and other sums payable by Tenant hereunder as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of Rent hereunder, be less than the Rent payable during the month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(e) **Termination.** No re-entry or taking of possession of the Premises by LANDLORD pursuant to this Addendum shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any Default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such Default.

(f) **Cumulative Remedies.** The remedies herein provided are not exclusive and Landlord shall have any and all other remedies provided herein or by law or in equity.

(g) **No Surrender.** No act or conduct of Landlord, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the Term, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Landlord. The surrender of this Lease by Tenant, voluntarily or otherwise, shall not work a merger unless Landlord elects in writing that such merger take place, but shall operate as an assignment to Landlord of any and all existing subleases, or Landlord may, at its option, elect in writing to treat such surrender as a merger terminating Tenant's estate under this Lease, and thereupon Landlord may terminate any or all such subleases by notifying the sublessee of its election so to do within five (5) days after such surrender.

(h) **Notice Provisions.** Tenant agrees that any notice given by Landlord pursuant to Paragraph 13.1 of the Lease shall satisfy all requirements for notice, and Landlord shall not be required to give any additional notice in order to be entitled to commence an unlawful detainer proceeding or any other rights or remedies under this Lease.

ADDENDUM 2

To Lease dated September 28, 2007

By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

ADDITIONAL LEASE PROVISIONS

1. **Landlord's Work:** Landlord, at Landlord's sole cost and expense, shall deliver the Premises with the following building standard improvements as described below and as shown on the attached Exhibit F-3:
 - 1.1 Construct a demising wall in office and warehouse areas as shown on Exhibit F-3 and provide separately metered gas and electric utilities.
 - 1.2 Construct one (1) unisex restroom in a mutually agreeable location in the warehouse area using building standard finishes.
 - 1.3 Create a 84" by 60" pass through on south wall of reception area.
 - 1.4 Deliver mechanical, electrical and plumbing systems in good working condition.
 - 1.5 Infill windows in adjacent office space that look out into warehouse area.
 - 1.6 Infill one of the two doors leading into the data/phone room.

[4.2.5.1] JDP: NW Lease (SeaTac) - 18900 8th Ave South, SeaTac, WA, p01 (page 26 of 49)

EXHIBIT A
To Lease dated September 28, 2007
By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

PREMISES AND SITE PLAN

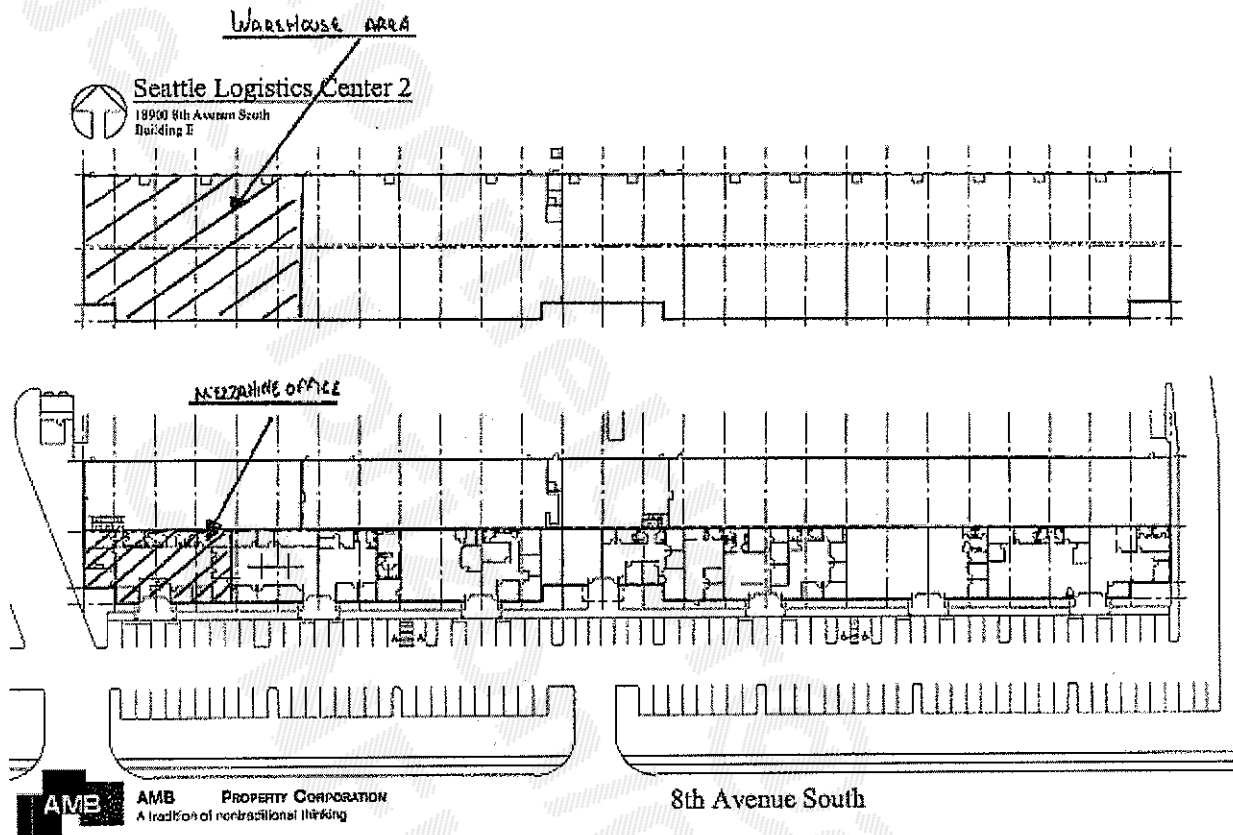


EXHIBIT B

To Lease dated September 28, 2007

By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

COMMENCEMENT DATE CERTIFICATE

LANDLORD: AMB Partners II SeaTac LLC

TENANT: EuroBest Food Industries, Inc.

LEASE DATE: _____

PREMISES: _____

Tenant hereby accepts the Premises as being in the condition required under the Lease.

The Commencement Date of the Lease is _____.

The Expiration Date of the Lease is _____.

Landlord:

[insert ownership name here
check for proper signature block]

a [insert ownership entity type here]

By: AMB Property Corporation,
Its General Partner

Tenant:

By: _____

Jill M. Blechschmidt

Title: Vice President

Telephone: 415-394-9000

Facsimile: 415-394-9001

Executed at: San Francisco, CA

On: _____

Title: _____

Telephone: _____

Facsimile: _____

Executed at: _____

On: _____

EXHIBIT C

To Lease dated September 28, 2007

By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on the Building or to any part thereof, or which is visible from the outside of the Building, without the written consent of Landlord, first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, affixed or inscribed at the expense of Tenant by a person approved by Landlord. See Exhibit G-1 and G-2 for further criteria.

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises.

2. If a directory is located at the building, it is provided exclusively for the display of the name and location of Tenant only and Landlord reserves the right to exclude any other names therefrom.

3. The sidewalks, passages, exits, entrances, and stairways in and around the Building shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Premises. The passages, exits, entrances, stairways, and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. Neither Tenant nor any employees or invitees of Tenant shall go upon the roof of the Building.

4. The toilets and urinals shall not be used for any purpose other than those for which they were constructed, and no rubbish, newspapers or other substances of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall be responsible for any breakage, stoppage or damage resulting from the violation of this rule by Tenant or its employees or invitees.

5. Tenant shall not overload the floor of the Premises or mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof **except for hanging pictures and artwork.**

6. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business there.

7. The Premises shall not be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

8. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord without complying with requirements set forth in this Lease.

9. Landlord will direct electricians as to the manner and location in which telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

10. Tenant shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by Tenant.

11. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

12. Tenant shall not disturb, solicit, or canvass any occupant of the Building.

13. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

14. Tenant shall not permit any contractor or other person making any alterations, additions or installations within the Premises to use the hallways, lobby or corridors as storage or work areas without the prior written consent of Landlord. Tenant shall be liable for and shall pay the expense of any additional cleaning or other maintenance required to be performed by Landlord as a result of the transportation or storage of materials or work performed within the Building by or for Tenant.

15. Tenant shall be entitled to use parking spaces as mutually agreed upon between Tenant and Landlord subject to such reasonable conditions and regulations as may be imposed from time to time by Landlord. Tenant agrees that vehicles of Tenant or its employees or agents shall not park in driveways nor occupy parking spaces or other areas reserved for any use such as Visitors, Delivery, Loading, or other tenants. Landlord or its agents shall have the right to cause or be removed any car of Tenant, its employees or agents, that may be parked in unauthorized areas, and Tenant agrees to save and hold harmless Landlord, its agents and employees from any and all claims, losses, damages and demands asserted or arising in respect to or in connection with the removal of any such vehicle. Tenant, its employees, or agents shall not park campers, ~~trucks or cars~~ on the Building parking areas overnight or over weekends. Tenant will from time to time, upon request of Landlord, supply Landlord with a list of license plate numbers of vehicles owned or operated by its employees and agents. Tenant shall not wash vehicles or equipment in parking lot.

16. Landlord reserves the right to make modifications hereto and such other and further rules and regulations as in its sole judgment may be required for the safety, care and cleanliness of the Premises and the Building and for the preservation of good order therein. Tenant agrees to abide by all such rules and regulations.

17. Canvassing, soliciting and peddling is prohibited in the Building and each Tenant shall cooperate to prevent the same.

18. Landlord is not responsible for the violation of any rule contained herein by any other Tenant.

19. Landlord may waive any one or more of these rules for the benefit of any particular Tenant, but no such waiver shall be construed as a waiver of Landlord's right to enforce these rules against any or all Tenants occupying the Building.

20. Tenant is responsible for purchasing and installing a security system if required by the City of SeaTac. The cost of purchasing and installation of such system is the sole cost and expense of Tenant.

21. No Outside Storage. Storage, either permanent or temporary, of any materials, supplies or equipment in the Common Areas is strictly prohibited. Should Tenant violate this provision of the Lease, then in such event, Landlord may, without notice to Tenant, remove said materials, supplies or equipment from the Common Areas and place such items in storage or dispose of such items, the cost thereof to be reimbursed by Tenant within ten (10) days from receipt of a statement submitted by Landlord. All subsequent costs in connection with the storage or disposal of said items shall be paid to Landlord by Tenant as accrued. Failure of Tenant to pay these charges within ten (10) days from receipt of statement shall constitute a breach of this Lease. Tenant and its officers, agents, employees, customers and invitees shall park their motor vehicles only in areas designated by Landlord for that purpose from time to time.

[42.5.1] JDP1 NW Lease (Seatac) - 18900 8th Ave South, Seatac, WA.pdf [page 30 of 49]

EXHIBIT D

To Lease dated September 28, 2007
By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

LANDLORD LIEN SUBORDINATION AGREEMENT

NOTE: This document is to be executed and dated subsequent to the original execution of the Lease, when and if Landlord's consent of waiver is sought.

THIS LANDLORD LIEN SUBORDINATION AGREEMENT (this "Agreement") is dated as of this _____, 200_, and is by and between [Insert Landlord Name] (the "Landlord"), _____, a _____ ("Lender"), and _____, a _____ ("Grantor").

RECITALS

Lender has provided Grantor a loan (the "Loan") under the terms of a certain loan agreement between Lender and Grantor. Grantor has secured the repayment of the Loan by, among other things, granting Lender a security interest in all of Grantor's inventory, and/or trade fixtures and/or equipment (but excluding leasehold improvements, fixtures and cash on hand or on deposit with financial institutions), whether now owned or hereinafter acquired and all proceeds of any of the foregoing (the "Collateral").

Grantor and Landlord are parties to that certain Lease for space located at _____ (the "Lease") pursuant to which Grantor has leased certain space from Landlord (the "Premises").

Lender has requested that Grantor obtain and cause Landlord to provide Landlord's subordination of all of Landlord's lien rights as lessor against any of the Collateral to the rights of Lender in the Collateral on the terms and conditions contained herein.

NOW, THEREFORE, the parties agree as follows:

A. During the period commencing on the date Lender makes the Loan and ending on the earlier of the date such Loan is repaid or thirty (30) days following the date that Grantor is in default of the Lease, Landlord agrees that any liens of Landlord in the Collateral shall be subject and subordinate to the liens of Lender in the Collateral.

B. During the period Landlord's lien on the Collateral is subordinate to the liens of Lender, Lender may enter upon the Premises during normal business hours upon at least five (5) days prior written notice to inspect or remove the Collateral, or any part thereof, from the Premises while Lender is in possession of the Premises, which period shall not exceed thirty (30) days; provided that Lender shall pay to Landlord all rent and additional charges payable by Grantor under the Lease for any period that Lender occupies the Premises pursuant to this Agreement prior to or concurrently with Lender's entry upon the Premises at the monthly rates then payable under the Lease, pro-rated on the basis of a thirty (30) day month. Lender shall promptly, at Lender's sole cost and expense, repair to Landlord's reasonable satisfaction or pay reasonable compensation to Landlord for damages, if any, to the Premises caused by removal of Collateral prior to the terminating of the Lease or removal of Grantor from the Premises by Landlord. All repairs shall be accomplished in a good and workmanlike manner without personal injury, property damage or liens. Lender shall indemnify, protect, defend and hold Landlord and Landlord's agents and employees harmless from all costs, expenses, claims and damages arising out of Lender's exercise of any rights of Lender contained herein, and such indemnity obligations shall survive the termination of this Agreement.

C. Lender agrees to give Landlord written notice of any default of Grantor under the Security Agreement within ten (10) days of such default unless such default is permissibly and wholly cured within such time period.

D. Grantor hereby (i) consents to the provisions of this Agreement, (ii) waives any and all rights or claims it may have under or by virtue of the Lease, or at law or in equity, with respect to any breach of Grantor's quiet enjoyment in and to the Premises or any interference with Grantor's operations in or about the Premises in any way related to or arising from Lender's or Landlord's exercise of their rights granted herein or under the Lease, (iii) agrees that it shall not have any right to any rental abatement, deduction or offset against rental

payments payable by Grantor under the Lease by virtue of Lender's or Landlord's exercise of their rights granted herein, and (iv) agrees that upon the expiration of the term of the Lease or the earlier termination thereof to (a) promptly remove or cause the removal of the Collateral from the Premises, and (b) promptly and fully repair any damage to the Premises, the building and/or the project in which the Premises is located, arising from the installation or removal of the Collateral in and from the Premises and to fully restore the Premises to a good, clean and safe condition and to Landlord's reasonable satisfaction.

E. Miscellaneous Provisions

1. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

2. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

3. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the US Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

4. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6. Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by U.S. mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery, or by personal delivery, or by facsimile transmission. If to Landlord, notices shall be sent to: _____, and if to Lender:

_____; Attention: _____
(Phone number: _____; facsimile number _____), and if to Grantor, at the address, phone number and facsimile number at the Premises. Notices as aforesaid shall be effective upon the earlier of actual receipt (or rejection of receipt), or twenty-four (24) hours after deposit with the messenger or delivery service, or the next business day after delivery to an overnight delivery service, or within three (3) days after the deposit in the U.S. mail, or upon confirmation of transmission by facsimile. If any party changes its address, such change of address shall not be effective as to the other parties unless and until such party notifies the other parties of its new street address by one of the above described means of delivery.

7. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by all of the parties hereto.

8. This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof and all prior agreements, representations, and understandings between the parties other than the Lease, whether oral or written, are deemed null and void, all of the foregoing having been merged into this Agreement. The parties acknowledge that each party and/or its counsel have reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement or any amendments or

exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

9. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.

10. Time is of the essence of this Agreement. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. (Pacific Time) on such date or dates.

11. The Landlord's agreement to allow Lender to come onto the Property shall not act as a waiver, suspension or termination of any or all of the rights or remedies Landlord may have against Grantor by reason of any default by Grantor under the Lease.

IN WITNESS WHEREOF, Landlord, Lender and Grantor have executed this Agreement as of the date set forth above.

LENDER:

1. NAME _____

By: _____

Its: _____

Date: _____

GRANTOR:

By: _____

Its: _____

Date: _____

LANDLORD: _____

By: _____

Its: _____

By: AMB Property Corporation

Its: General Partner

By: _____

Jill Blechschmidt

Its: Vice President

Date: _____

EXHIBIT E

To Lease dated September 28, 2007
By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

TENANT MOVE-IN AND LEASE RENEWAL ENVIRONMENTAL QUESTIONNAIRE
FOR COMMERCIAL AND INDUSTRIAL PROPERTIES

Property Name: Seattle Logistics Center II
Property Address: 18900 8th Avenue South, Suite 100, SeaTac, WA 98148

Instructions: The following questionnaire is to be completed by the Tenant Representative with knowledge of the planned/existing operations for the specified building/location. A copy of the completed form must be attached to all new leases and renewals, and forwarded to the Owner's Risk Management Department. Please print clearly and attach additional sheets as necessary.

1.0 PROCESS INFORMATION

Describe planned use (new Lease) or existing operations (lease renewal), and include brief description of manufacturing processes employed.

WHOLESALE DISTRIBUTION OF SPECIALTY FOODS.
SPACE WILL BE USED IN A SATELLITE SALES OFFICE
AND ACCOMMODATE CROSS-DOCK DISTRIBUTION

2.0 HAZARDOUS MATERIALS

Are hazardous materials used or stored? Yes ☒ No ☐
If so, continue with the next question. If not, go to Section 3.0.

2.1 Are any of the following materials handled on the property? Yes ☒ No ☐
(A material is handled if it is used, generated, processed, produced, packaged, treated, stored, emitted, discharged, or disposed.) If so, complete this section. If this question is not applicable, skip this section and go on to Section 5.0.

- | | | |
|---|------------------------------------|--|
| <input type="checkbox"/> Explosives | <input type="checkbox"/> Fuels | <input type="checkbox"/> Oils |
| <input type="checkbox"/> Solvents | <input type="checkbox"/> Oxidizers | <input type="checkbox"/> Organics/Inorganics |
| <input checked="" type="checkbox"/> Acids | <input type="checkbox"/> Bases | <input type="checkbox"/> Pesticides |
| <input type="checkbox"/> Gases | <input type="checkbox"/> PCBs | <input type="checkbox"/> Radioactive Materials |
| <input type="checkbox"/> Other (please specify) | | |

2-2. If any of the groups of materials checked in Section 2.1, please list the specific material(s), use(s), and quantity of each chemical used or stored on the site in the Table below. If convenient, you may substitute a chemical inventory and list the uses of each of the chemicals in each category separately.

Material	Physical State (Solid, Liquid, or Gas)	Usage	Container Size	Number of Containers	Total Quantity
<u>PALETT JACK</u> <u>BATTERIES</u>	<u>SOLID</u>	<u>BATTERIES</u>	<u>18"X30"</u>	<u>2</u>	<u>2</u>

2-3. Describe the planned storage area location(s) for these materials. Please include site maps and drawings as appropriate.

ELECTRIC PALETT JACKS USED ON THE DOCK TO
LOAD & UNLOAD TRUCKS

3.0 HAZARDOUS WASTES

Are hazardous wastes generated? Yes ☐ No ☒

If yes, continue with the next question. If no, skip this section and go to Section 4.0.

3.1 Are any of the following wastes generated, handled, or disposed of (where applicable) on the property?

- ☐ Hazardous wastes
- ☐ Waste oils
- ☐ Air emissions
- ☐ Regulated Wastes
- ☐ Industrial Wastewater
- ☐ PCBs
- ☐ Sludges
- ☐ Other (please specify)

3-2. List and quantify the materials identified in Question 3-1 of this section. Attach separate pages as necessary.

Waste Generated	RCRA Listed Waste?	Source	Approx. Monthly Quantity	Waste Characterization	Disposition

3-3. Please include name, location, and permit number (e.g. EPA ID No.) for transporter and disposal facility, if applicable). Attach separate pages as necessary.

Transporter/Disposal Facility Name	Facility Location	Transporter (T) or Disposal (D) Facility	Permit Number

3-4. Are pollution controls or monitoring employed in the process to prevent or minimize the release of wastes into the environment? Yes ☐ No ☐

If so, please describe.

4.0 USTS/ASTS

4.1 Are underground storage tanks (USTs), aboveground storage tanks (ASTs), or associated pipelines used for the storage of petroleum products, chemicals, or liquid wastes present on site (lease renewals) or required for planned operations (new tenants)? Yes ☐ No ☒

If not, continue with section 5.0. If yes, please describe capacity, contents, age, type of the USTs or ASTs, as well any associated leak detection / spill prevention measures. Please attach additional pages if necessary.

Capacity	Contents	Year Installed	Type (Steel, Fiberglass, etc)	Associated Leak Detection / Spill Prevention Measures*

*Note: The following are examples of leak detection / spill prevention measures:
Integrity testing Inventory reconciliation Leak detection system
Overfill spill protection Secondary containment Cathodic protection

4-2. Please provide copies of written tank integrity test results and/or monitoring documentation, if available.

4-3. Is the UST/AST registered and permitted with the appropriate regulatory agencies?
Yes ☐ No ☐

If yes, please attach a copy of the required permits.

4-4. If this Questionnaire is being completed for a lease renewal, and if any of the USTs/ASTs have leaked, please state the substance released, the media(s) impacted (e.g., soil, water, asphalt, etc.), the actions taken, and all remedial responses to the incident.

4-4. If this Questionnaire is being completed for a lease renewal, have USTs/ASTs been removed from the property? Yes ☐ No ☐

If yes, please provide any official closure letters or reports and supporting documentation (e.g., analytical test results, remediation report results, etc.).

4-6. For Lease renewals, are there any above or below ground pipelines on site used to transfer chemicals or wastes? Yes ☐ No ☐

For new tenants, are installations of this type required for the planned operations?
Yes ☐ No ☐

If yes to either question, please describe.

5.0 ASBESTOS CONTAINING BUILDING MATERIALS

Please be advised that this property participates in an Asbestos Operations and Maintenance Program, and that an asbestos survey may have been performed at the Property. If provided, please review the information that identifies the locations of known asbestos containing material or presumed asbestos containing material. All personnel and appropriate subcontractors should be notified of the presence of these materials, and informed not to disturb these materials. Any activity that involves the disturbance or removal of these materials must be done by an appropriately trained individual/contractor.

6.0 REGULATORY

6-1. For Lease Renewals, are there any past, current, or pending regulatory actions by federal, state, or local environmental agencies alleging noncompliance with regulations?
Yes ☐ No ☐

If so, please describe.

6-2. For lease renewals, are there any past, current, or pending lawsuits or administrative proceedings for alleged environmental damages involving the property, you, or any owner or tenant of the property?

Yes ☐ No ☐

If so, please describe.

6-3. Does the operation have or require a National Pollutant Discharge Elimination System (NPDES) or equivalent permit?

Yes ☐ No ☒

If so, please attach a copy of this permit.

6-4. For Lease renewals, have there been any complaints from the surrounding community regarding facility operations?
Yes ☐ No ☐

Have there been any worker complaints or regulatory investigations regarding hazardous material exposure at the facility? Yes ☐ No ☐


If so, please describe status and any corrective actions taken. Please attach additional pages as necessary.

6-5. Has a Hazardous Materials Business Plan been developed for the site? Yes ☐ No ☒
If so, please attach a copy.

6-6. Are any environmental documentation, chemical inventory, or management plan required by the local Fire Department or Health Department? Yes ☐ No ☒
If so, please attach a copy.

CERTIFICATION

I am familiar with the real property described in this questionnaire. By signing below, I represent and warrant that the answers to the above questions are complete and accurate to the best of my knowledge. I also understand that the Owner will rely on the completeness and accuracy of my answers in assessing any environmental liability risks associated with the property.

Signature: 
Name: MARK L DAHM
Title: PRESIDENT
Company: EM-BEST FOOD INDUSTRIES, INC.
Date: 11-12-2007
Telephone: 503-612-8016

PLEASE FORWARD THE COMPLETED QUESTIONNAIRE TO:

Mr. Steve Campbell
AMB Property, L.P.
Pier 1, Bay 1
San Francisco, CA 94111



EXHIBIT F-1

To Lease dated September 28, 2007

By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

WORK LETTER AGREEMENT [LANDLORD CONSTRUCTS TENANT IMPROVEMENTS]

This Work Letter Agreement is in addition to the terms and conditions set forth in and is made a part of the Lease, by and between AMB Partners II SeaTac LLC, as ("Landlord") and EuroBest Food Industries, Inc. as ("Tenant").

1. Plan for the Premises.

(a) Landlord and Tenant have agreed to a space plan ("Space Plan") for installation of the Tenant Improvements in the Premises, a copy of which Space Plan is attached hereto as Exhibit "F-3." The "Tenant Improvements" are set forth in detail in the Space Plan, and include, but are not limited to, locations and specifications of doors, partitioning, ceilings, electrical fixtures, outlets and switches, telephone outlets, floor coverings, window coverings, HVAC equipment and fire and life safety equipment.

(b) Within fifteen (15) days after the execution of the Lease, Landlord shall cause its space planner ("Space Planner") to coordinate the preparation of final working drawings and specifications ("Working Drawings") for the Tenant Improvements in the Premises. All Working Drawings shall be prepared by Landlord's Space Planner or engineer, which Working Drawings shall include, as required, architectural, mechanical, electrical and structural engineering drawings for installation of the Tenant Improvements in the Premises in accordance with the Space Plan.

(c) The Working Drawings shall be reviewed by Landlord and Tenant for compliance with the Space Plan. They also shall be submitted by Landlord to the appropriate governmental body for plan checking and a building permit. Landlord shall make any changes in the Working Drawings required to obtain the building permit. Tenant shall have five (5) working days from its receipt of the Working Drawings to approve the Working Drawings in writing. Tenant shall be deemed to have approved the Working Drawings if Landlord fails to receive a reply or approval of the Working Drawings within those five (5) working days.

2. Construction of Tenant Improvements. After the Working Drawings have been prepared and approved, and a building permit for the Tenant Improvements has been issued, Landlord shall enter into a construction contract with its contractor for the installation of Tenant Improvements in accordance with the Working Drawings. Landlord shall supervise the completion of such work and shall use its reasonable best efforts to secure completion of the work by _____.

3. Cost of Tenant Improvements.

(a) All Tenant Improvements agreed to by the parties as signified by their initialing of the Space Plan shall be provided as follows (initial one):

 X (i) By Landlord to the extent of Building Standard materials as set forth in Exhibit F-2 attached hereto. Any different specifications or materials selected shall be at Tenant's sole cost and expense; or

 (ii) By Landlord up to an allowance of \$_____ ("Tenant Improvement Allowance"). That portion of the cost of the Tenant Improvements which exceeds the Tenant Improvement Allowance shall be paid by Tenant (which Tenant Improvement Allowance will be used to pay for the costs of constructing and installing the Tenant Improvements; engineering, design, construction management and architectural costs incurred by Landlord; Washington State Sales Tax; and other costs and expenses incurred by Landlord under this Work Letter Agreement); or

_____ (iii) By Landlord with the following exceptions: The cost of all Tenant Improvements _____ shall be paid for and included in Tenant's monthly rent. The method of calculation of recovery of Tenant Improvement costs is stated in the Addendum of this lease. Tenant Improvement costs shall include the cost of constructing and installing the Tenant Improvements; engineering design and architectural costs; Washington State Sales Tax; and all other costs and expenses incurred by Landlord under this Work Letter Agreement.

(b) Any change in specifications in the Space Plan, or in the Working Drawings after the initialing thereof by Landlord and Tenant, made at Tenant's request after the date of the execution of the Lease shall be made only after prior written approval of Landlord and shall be made at Tenant's sole cost and expense. The costs and expenses associated with any changes shall include any architectural, mechanical, electrical and structural engineering drawings, plans and specifications required by the changes.

(c) Tenant may select different new materials (except exterior window coverings) in place of materials set forth in the Space Plan or Working Drawings. Any such selection of different materials must be indicated on Tenant's Working Drawings and must be approved by Landlord.

(d) Whether and to the extent to which any of Tenant's requirements for Tenant Improvements exceed those or are different from those required by the Space Plans shall be determined by Landlord, which determination shall be conclusive.

4. Delay in Completion; Substantial Completion. Notwithstanding the foregoing, if Landlord shall be delayed in Substantially Completing its work in accordance with the Space Plans and/or Working Drawings as a result of Tenant's failure to approve any item or perform any other obligation in accordance with and by the date specified herein; or Tenant's request for materials, finishes or installations other than those readily available; or Tenant's changes in the Working Drawings or Space Plan after approval thereof by Tenant, then the Commencement Date shall not be extended by any reason of Tenant delay. The terms "Substantial Completion," "Substantially Complete" and words of similar import as used herein, shall mean the date that Landlord's architect certifies that Landlord's work as described in this Work Letter Agreement is substantially complete except for punch list items. Certification by Landlord's architect of Substantial Completion of the Premises and Tenant Improvements in accordance with the terms of this Work Letter Agreement shall be conclusive and shall be binding upon Landlord and Tenant.

EXHIBIT F-2

To Lease dated September 28, 2007
By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

PROPERTY TENANT IMPROVEMENT FINISHES

The following is a partial list of materials and specifications for property tenant improvement finishes for SEATTLE LOGISTICS CENTER II. Any items not addressed will be constructed in accordance with all governmental codes and regulations or consistent with what now exists within the Property (Property Standards).

1. DOORS, WINDOWS & HARDWARE

- A. **DOORS:** 3' 0" by 7' 0", 1 3/4" thick solid core with a soft wood edge. Doors and frames to be painted in similar color to walls, or stained and finish according to Property Standard.
- B. **FRAMES:** Soft wood door frames
- C. **HARDWARE:**
 - 1. Interior door hardware shall be Schlage "AL" series. Saturn Passage lever in US 626 Brushed Chrome finish. Restroom to receive privacy lever in same series and finish.
 - 2. All hardware used in accessible buildings and facilities shall conform to the requirements per "Washington State Rules and Regulations for Barrier Free Design," Fourth edition.
 - 3. Only entry doors into Tenant's premises shall include keying mechanisms. All other doors shall be Project Standard pass through hardware.

2. FINISHES

A. FLOORING

- 1. Carpeting: All installed carpeting shall be direct glue-down installation. Carpet shall be 28 oz. Olefin similar to Cumberland Carillon with an approximate 48" by 36" Pacific Mats Endurance walkoff at the main entry door.
- 2. Sheet Vinyl: Congoleum Floorever with 5" intrical base in color to be approved by Landlord and Tenant.
- 3. Kitchen Area: VCT shall be Armstrong 12" by 12" by 1/8".
- 4. Base: 4" Roppe Rubber base in color coordinated with flooring shall be applied at all carpeted areas and VCT areas.

B. GYPSUM WALLBOARD

- 1. Office/warehouse walls shall be 10' high constructed of 3 1/2" 25 Gage metal studs. Exterior finish will be fire cased and one coated only. The inside, or office side, shall be finish sanded to a smooth wall paint-ready condition.

C. PAINT STAIN AND FINISH

- 1. Office/warehouse walls on the office side will be primed with a PVA primer and two (2) coats of HL latex paint, Rodda, or paint of equal quality applied. Doors and woodwork will be painted with semi-gloss latex paint or stained and finished according to Property Standard.

3. LIGHTING

- A. General:** 2' by 4' three lamp lay-in fluorescent light fixtures with standard acrylic lens and T-8 low watt type lamps. 75 foot candles at 3' above finish floor or as permitted by code but not less than two (2) fixtures per office.

4. CEILING:

- A.** Office areas shall have an exposed grid acoustical ceiling with 2' by 4' non-directional fissured tile installed at approximately 9' 0" above finish floor.
- B.** Restroom ceiling will a hard lid constructed of gyp board, smooth finished.

5. ELECTRICAL:

- A. General:** Two (2) duplex outlets and one phone mud ring with pole per office. One (1) dedicated duplex at the phone board and two (2) dedicated duplex outlets in the kitchen area. Exhaust fans will be provided for restrooms per code. Hardwired exercise lights, HVAC strikes and permits are also included.

6. CABINETRY:

- A.** Custom built cabinets as detailed on drawings.
- B.** Plastic laminate finish on all exterior faces. White low-pressure laminate/Melamine inside with 4" wire pole handles.

EXHIBIT F-3

To Lease dated September 28, 2007
By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

SPACE PLAN

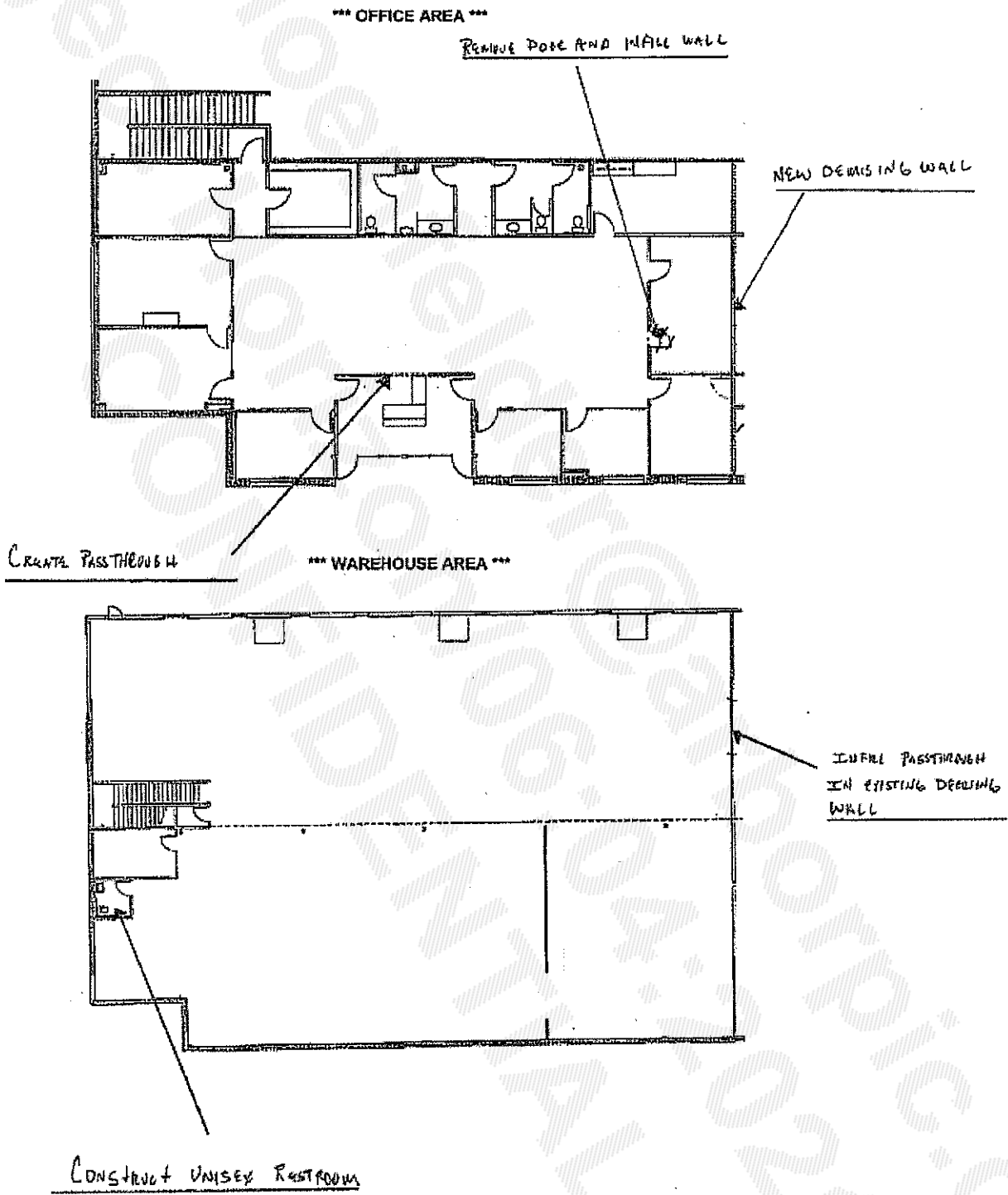


EXHIBIT G-1

To Lease dated September 28, 2007

By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

SIGN CRITERIA

A. TENANT SIGN CRITERIA:

The following sign criteria have been established for the purpose of maintaining the overall appearance of Seattle Logistics Center II, for the benefit of all Tenants. No deviation from these criteria will be permitted without Landlord's prior approval in writing.

The criteria has also been established to provide maximum continuity with the environment and an architectural integration with the project.

B. ADMINISTRATION:

- 1) Tenant is responsible for the installation, maintenance, and removal of its Primary Identification sign in a manner acceptable to and consistent with the high standards of Seattle Logistics Center II. All costs incurred to provide sign maintenance will be at Tenant's expense. **Tenant is responsible for obtaining approval of exterior signage from the Landlord and the City of SeaTac prior to installation.** All costs associated with sign permit approval are the responsibility of the Tenant. Inside signs that will be visible from outside the building must be approved by Landlord.
- 2) Upon termination of Tenant's Lease, the sign will be removed at the Tenant's expense and any damage to the building shall be repaired at the Tenant's expense.
- 3) No additional exterior signage will be allowed on the face of the structure.
- 4) Signs installed without approval or contrary to the criteria, will be removed by Landlord at Tenant's expense. A scale drawing showing proposed signage and the building elevation must be submitted to Landlord for approval.
- 5) In the event of any conflict between Tenant and Landlord in regard to the application of these criteria, the Landlord's decision shall be final and binding upon the Tenant.

C. SIGN SPECIFICATIONS:

- 1) Tenant Signage
 - a) Tenants' names will be limited to the upper concrete wall facade of the individual tenant space. Tenants shall locate signage over main entry doors or as close thereto as practical.
 - b) The letters for tenant signs shall be 16" maximum height, 2" minimum thickness (unless a variation is approved by Landlord), HDU #10 signfoam mounted to the building with VHB tape and silicone adhesive. All signs should be non-illuminated and painted of a color approved by the Landlord. Maximum sign coverage will not exceed 36 square feet and must be centered within the upper concrete panel above Tenant's main entry door(s). Tenant signage may contain logos or more than one row of information provided that the total sign area does not exceed 24" in height and 18 feet in width and presents a professional appearance.

EXHIBIT G-2

To Lease dated September 28, 2007

By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

SECONDARY SIGN CRITERIA

2301

CUSTOMER
ENTRANCE

16"

2302

WILL
CALL

16"

2301

AUTHORIZED
PERSONNEL
ONLY

16"

2302

SHIPPING
RECEIVING

16"

SHIPPING

RECEIVING

24"

6"

6"

Roll up door signs

Signs for man doors or wall adjacent to doors

All signs are 3/16" clear acrylic with second surface white copy and back-coated to match the accent color of the business park buildings.

Message can vary to meet tenant requirements, but all copy must be same size, color, and style.

Signs are to be installed on doors, or the wall adjacent to the door with double-sided foam tape provided with sign. Height of sign to be 60" from floor to center line of sign.

Cost per sign is \$42.50 each, excluding installation.

EVERGREEN Signs Co.

SCALE: 1" = 1'-0"

R.J.H.JBS Business Park Signs

EXHIBIT I

To Lease dated September 28, 2007
By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

LEGAL DESCRIPTION

PARCEL A (322304-9023): THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDAN, IN KING COUNTY, WASHINGTON: EXCEPT THE SOUTH 188 FEET OF THE WEST 195 FEET; AND EXCEPT THE WEST 20 FEET OF THE REMAINDER CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 1408996; AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 7209080350.

PARCEL B (322304-9025): THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF STATE ROAD #509; EXCEPT THE WEST 20 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 1764123.

PARCEL C (322304-9062): THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID SUBDIVISION WHICH IS 660 FEET NORTHERLY, MEASURED ALONG SAID WESTERLY LINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION;

THENCE NORTH 89°14'40" EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION, 20 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE ADOLPH GOLDSCHMIDT ROAD (NOW KNOWN AS 8TH AVENUE SOUTH) AND THE TRUE POINT OF THE BEGINNING;

THENCE NORTH 89°1'40" EAST, PARALLEL TO THE SOUTH LINE OF SAID SECTION, 594 FEET;

THENCE SOUTH 3°58'20" WEST, PARALLEL TO THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 283.71 FEET;

THENCE SOUTH 88°48'20" WEST 595.52 FEET TO A POINT ON THE EASTERLY LINE OF SAID ADOLPH GOLDSCHMIDT ROAD;

THENCE NORTH 3°58'20" EAST, ALONG THE EASTERLY LINE OF SAID ROAD, 304.32 FEET TO THE POINT OF THE BEGINNING;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; AND

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE ROAD #509 BY DEED RECORDED UNDER RECORDING NUMBER 7308280343.

PARCEL D (322304-9253): THE SOUTH 90 FEET OF THE EAST 175 FEET OF THE WEST 195 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDAN, IN KING COUNTY, WASHINGTON

PARCEL E (322304-9138): THE SOUTH 188 FEET OF THE EAST 175 FEET OF THE WEST 195 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE SOUTH 90 FEET IN WIDTH THEREOF.

EXHIBIT K

To Lease dated September 28, 2007
By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

MOVE OUT STANDARDS

At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall, at Landlord's option, be removed from the Premises and stored at Tenant's expense or be deemed abandoned and shall become the property of the Landlord.

The Tenant shall surrender the Premises, at the time of the expiration of the Lease, in a condition that shall include, but is not limited to, addressing the following items:

1. Lights: Office and warehouse lights will be fully operational with all bulbs functioning.
2. Dock Levelers & Roll Up Doors: Should be in good working condition.
3. Dock Seals: Free of tears and broken backboards repaired.
4. Warehouse Floor: Free of stains and swept with no racking bolts and other protrusions left in floor. Cracks should be repaired with an epoxy or polymer.
5. Tenant-Installed Equipment & Wiring: Removed and space turned to original condition when originally leased. (Remove air lines, junction boxes, conduit, etc.)
6. Walls: Sheetrock (drywall) damage should be patched and fire-taped so that there are no holes in either office or warehouse.
7. Roof: Any tenant-installed equipment must be removed and roof penetrations properly repaired by licensed roofing contractor. Active leaks must be fixed and latest landlord maintenance and repairs recommendation must have been followed.
8. Signs: All exterior signs must be removed and holes patched and paint touched-up as necessary. All window signs should likewise be removed.
9. Heating & Air Conditioning System: ~~A written report from a licensed HVAC contractor within the last three months stating that all evaporative coolers and/or heaters within the warehouse are operational and safe and that office HVAC system is also in good and safe operating condition.~~
10. Overall Cleanliness: Clean windows, sanitize bathroom(s), vacuum carpet, and remove any and all debris from office and warehouse. Remove all pallets and debris from exterior of premises.
11. Upon Completion: Contact Landlord's property manager to coordinate date of turning off power, turning in keys, and obtaining final Landlord inspection of premises which, in turn, will facilitate refund of security deposit.

EXHIBIT L

To Lease dated September 28, 2007
By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

FINANCIAL STATEMENT SUMMARY LETTER

AMB Corporation
Pier 1, Bay 1
San Francisco, CA 94111

Attention: Jill Blechschmidt,

Dear Jill,

Some extracts from this company's Balance Sheet as of [date] are that the net worth is not less than [amount] dollars and the net current assets are not less than [amount] dollars. Also I can verify that the cash flow generated in [year] after interest was not less than [amount] dollars and that the [year] budget is forecasting a comparable figure that is significantly higher. The sales increase in [year] is [amount]% up on [year] which obviously helps to explain the need for additional premises.

Hope this information is satisfactory and gives you the comfort that your company needs and I would also like to reiterate that it has always been the intention of [company] to ensure that its subsidiary's creditors are kept current for both good business practice and to safeguard the reputation of [company].

GLOSSARY

The following terms in the Lease are defined in the paragraphs opposite the terms.

<u>TERM</u>	<u>DEFINED IN PARAGRAPH</u>
Additional Rent	4.1
Applicable Requirements	6.3
Assign	12.1
Base Rent	1.4
Basic Provisions	1.1
Building	1.2
Building Operating Expenses	4.2(b)
Code	12.1
Commencement Date	1.3
Commencement Date Certified	3.3
Common Areas	2.2
Common Area Operating Expenses	4.2(b)
Condemnation	14
Default	13.1
Expiration Date	1.3
HVAC	4.2(a)
Hazardous Substance	6.2
Indemnity	8.5
Industrial Center	1.2
Landlord	1.1
Landlord Entities	6.2(c)
Lease	1.1
Lenders	6.4
Mortgage	16.18
Operating Expenses	4.2
Party/Parties	1.1
Permitted Use	1.8
Premises	1.2
Prevailing Party	16.13
Real Property Taxes	10.2
Rent	4.1
Reportable Use	6.2
Requesting Party	15
Responding Party	15
Rules and Regulations	2.4
Security Deposit	1.7, 5
Taxes	10.2
Tenant	1.1
Tenant Acts	9.2
Tenant's Share	1.5
Term	1.3
Use	6.1

EXHIBIT B

To Lease dated September 28, 2007

By and between AMB Partners II SeaTac LLC and EuroBest Food Industries, Inc.

COMMENCEMENT DATE CERTIFICATE

LANDLORD: AMB Partners II SeaTac LLC

TENANT: EuroBest Food Industries, Inc.

LEASE DATE: September 28, 2007

PREMISES: 18900 8th Avenue South, Suite 100
SeaTac, WA 98148

Tenant hereby accepts the Premises as being in the condition required under the Lease.

The Commencement Date of the Lease is December 10, 2007.

The Expiration Date of the Lease is March 31, 2013.

December 10, 2007 – April 9, 2008	\$0.00	+ NNN's
April 10, 2008 – April 30, 2008	\$8,923.00	+ NNN's
May 1, 2008 – November 30, 2008	\$12,747.00	+ NNN's
December 1, 2008 – November 30, 2009	\$13,129.00	+ NNN's
December 1, 2009 – November 30, 2010	\$13,523.00	+ NNN's
December 1, 2010 – November 30, 2011	\$13,929.00	+ NNN's
December 1, 2011 – March 31, 2013	\$14,347.00	+ NNN's

SIGNATURES ON FOLLOWING PAGE

LANDLORD:

**AMB PARTNERS II SEATAC, L.L.C., a
Delaware limited liability company**

TENANT:

**EuroBest Food Industries, Inc., an
Oregon corporation**

By: AMB Property L. P.,
A Delaware limited partnership, its
general partner

By: AMB Property Corporation, a
Maryland corporation, its general
partner

By: _____

Name: Jill M. Blechschmidt

Its: Vice President

Date Executed: _____

By:  _____

Name: MARK L DAHM

Its: PRESIDENT

Date Executed: 1/18/08