

## FIRST AMENDMENT TO LEASE

29th day of November, 2012, by and between Prologis Targeted U.S. Logistics Fund, L.P., a Delaware limited partnership, successor in interest to AMB Partners II SeaTac, L.L.C., a Delaware limited liability company ("Landlord") and DPI Specialty Foods Northwest, Inc., an Oregon corporation, formerly known as EuroBest Food Industries, Inc., an Oregon corporation ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a Lease dated September 28, 2007, pursuant to which Landlord leased to Tenant certain premises consisting of approximately 15,835 square feet of which 4,018 square feet are office area, located at Seattle Logistics Center 2, 18900 8<sup>th</sup> Avenue South, Suite 100, SeaTac, WA 98148 (the "Premises"), such lease, as heretofore modified, being herein referred to as the "Lease".

WHEREAS, Landlord and Tenant desire to modify the Lease on the terms and conditions set forth below.

### AGREEMENT:

NOW THEREFORE, in consideration of the Premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The Lease Term is extended for Sixty-five (65) months, such that the Lease shall terminate on August 31, 2018 (the "First Extension Term"). All of the terms and conditions of the Lease shall remain in full force and effect during such extension period except that the Monthly Base Rent shall be as follows:

April 1, 2013 – August 31, 2013	\$0.00 + NNNs
September 1, 2013 – March 31, 2014	\$10,456.00 + NNNs
April 1, 2014 – March 31, 2015	\$10,744.00 + NNNs
April 1, 2015 – March 31, 2016	\$11,039.00 + NNNs
April 1, 2016 – March 31, 2017	\$11,343.00 + NNNs
April 1, 2017 – March 31, 2018	\$11,654.00 + NNNs
April 1, 2018 – July 31, 2018	\$11,975.00 + NNNs
August 1, 2018 – August 31, 2018	\$0.00 + NNNs

2. Construction. Landlord agrees to furnish or perform at Landlord's sole cost and expense those items of construction and those improvements identified in Addendum One, Construction ("Turnkey").
3. Except as otherwise expressly provided herein, all defined terms used in this First Amendment shall have the same respective meanings as are provided for such defined terms in the Lease. Tenant shall accept the Premises in its "as is" condition and shall pay Operating Expenses as provided in the Lease during the First Extension Term.
4. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than Andrew Stark of CBRE, represents the Tenant and Richard R. Kolpa of Prologis represents the Landlord, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.
5. Insofar as the specific terms and provisions of this First Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Lease, the terms and provisions of this First Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Lease shall remain unmodified and in full force and effect.
6. Landlord and Tenant hereby agree that (i) this First Amendment is incorporated into and made a part of the Lease, (ii) any and all references to the Lease hereinafter shall include this First Amendment, and (iii) the Lease and all terms, conditions and provisions of the Lease are in full force and effect as of the date hereof, except as expressly modified and amended hereinabove.
7. Any obligation or liability whatsoever of Prologis, a Maryland real estate investment trust, which may arise at any time under this Lease or any obligation or liability which may be incurred by it pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of, its trustees, directors, shareholders, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment as of the day and year first above written.

**LANDLORD:**

Prologis Targeted U.S. Logistics Fund, L.P.,  
a Delaware limited partnership

By: Prologis L.P.,  
its General Partner

By: Prologis, Inc.,  
its General Partner

By: Richard R. Kolpa

Name: Richard R. Kolpa

Its: Vice President

Date Executed: 12/11/12

**TENANT:**

~~DPI Specialty Foods Northwest, Inc.~~  
an Oregon corporation

By: Russ W. Blake

Name: Russ W. Blake

Its: PRESIDENT

Date Executed: 11/29/12

TENANT

STATE OF OREGON )  
COUNTY OF WASHINGTON )

On November 29, 2012, before me Rachel Akerson, Notary public in and for the State of Oregon, personally appeared Russ W. Blake, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first hereinabove written.



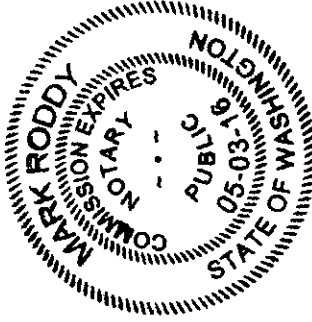
Signature: [Signature]  
Printed Name: Rachel Akerson  
NOTARY PUBLIC in and for the State of  
Oregon  
residing at King City, Oregon  
My commission expires: December 21, 2014

LANDLORD

STATE OF WA )  
COUNTY OF King )

On 12/11/12, before me Mark Roddy, Notary public in and for the State of WA, personally appeared Richard R. Kelpa, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first hereinabove written.



Signature: [Signature]  
Printed Name: Mark Roddy  
NOTARY PUBLIC in and for the State of  
WA  
residing at Gig Harbor, WA  
My commission expires: 5-3-16

ADDENDUM ONE

CONSTRUCTION  
(TURNKEY)

ATTACHED TO AND A PART OF THE LEASE AGREEMENT

DATED November 24, 2012, BETWEEN  
Prologis Targeted U.S. Logistics Fund, L.P.

and

DPI Specialty Foods Northwest, Inc.

(a) Landlord agrees to furnish or perform at Landlord's sole cost and expense those items of construction and those improvements (the "Initial Improvements") specified below:

- Install new carpet in office areas.
- Install three (3) mechanical dock levelers in mutually agreed upon locations.
- Replace ceiling fan in kitchen area and install exhaust ducting over stove.
- Install HVAC vent in data room.
- Remove concrete barriers at west entrance to property and replace with steel cable and lock. Landlord will place lock box with key to cable and provide combination to DPI. Access though this parking lot entrance shall be used only during snow storms.
- Replace existing warehouse light fixtures with energy efficient T-8 Fluorescent lighting.
- Restripe car parking and trailer parking areas.
- Ensure that existing plumbing, electrical and mechanical equipment and fixtures are in good working order.

(b) If Tenant shall desire any changes, Tenant shall so advise Landlord in writing and Landlord shall determine whether such changes can be made in a reasonable and feasible manner. Any and all costs of reviewing any requested changes, and any and all costs of making any changes to the Initial Improvements which Tenant may request and which Landlord may agree to shall be at Tenant's sole cost and expense and shall be paid to Landlord upon demand and before execution of the change order.

(c) Landlord shall proceed with and complete the construction of the Initial Improvements. As soon as such improvements have been Substantially Completed, Landlord shall notify Tenant in writing of the date that the Initial Improvements were Substantially Completed. The Initial Improvements shall be deemed substantially completed ("Substantially Completed") when, in the opinion of the construction manager (whether an employee or agent of Landlord or a third party construction manager) ("Construction Manager"), the Initial Improvements are substantially completed except for punch list items which do not prevent in any material way the use of the Initial Improvements for the purposes for which they were intended. In the event Tenant, its employees, agents, or contractors cause construction of such improvements to be delayed, the date of Substantial Completion shall be deemed to be the date that, in the opinion of the Construction Manager, Substantial Completion would have occurred if such delays had not taken place. Without limiting the foregoing, Tenant shall be solely responsible for delays caused by Tenant's request for any changes in the plans, Tenant's request for long lead items or Tenant's interference with the construction of the Initial Improvements, and such delays shall not cause a deferral of the Commencement Date beyond what it otherwise would have been. After the date the Initial Improvements are Substantially Complete Tenant shall, upon demand, execute and deliver to Landlord a letter of acceptance of delivery of the Initial Improvements. In the event of any dispute as to the Initial Improvements the certificate of the Construction Manager shall be conclusive absent manifest error.

(d) The failure of Tenant to take possession of or to occupy the Premises shall not serve to relieve Tenant of obligations arising on the Commencement Date or delay the payment of rent by Tenant. Subject to applicable ordinances and building codes governing Tenant's right to occupy or perform in the Premises, Tenant shall be allowed to install its tenant improvements, machinery, equipment, fixtures, or other property on the Premises during the final stages of completion of construction provided that Tenant does not thereby interfere with the completion of construction or