

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into as of Feb. 7, 2018, by and between AMB Partners II, L.P., a Delaware limited partnership, successor in interest to AMB Partners II SeaTac, LLC, a Delaware limited liability company, ("Landlord") and DPI Specialty Foods Northwest, Inc., an Oregon corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a Lease dated September 28, 2007, as amended by the First Amendment to Lease dated November 29, 2012, pursuant to which Landlord leased to Tenant certain premises consisting of approximately 15,835 square feet of which approximately 4,018 square feet is office, located at 18900 8th Avenue South, Suite 100, SeaTac, Washington 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-one (61) months, such that the Expiration Date is amended to be September 30, 2023 (the "Second Extension Term"). All of the terms and conditions of the Lease shall remain in full force and effect during the Second Extension Term except that the Monthly Base Rent shall be as follows:

Period	Monthly Base Rent	Monthly Abated Base Rent	Total Monthly Base Rent
September 1, 2018 through September 30, 2018	\$16,400.00	-\$16,400.00	*\$0.00
October 1, 2018 through August 31, 2019	\$16,400.00	\$0.00	\$16,400.00
September 1, 2019 through August 31, 2020	\$16,892.00	\$0.00	\$16,892.00
September 1, 2020 through August 31, 2021	\$17,398.76	\$0.00	\$17,398.76
September 1, 2021 through August 31, 2022	\$17,920.72	\$0.00	\$17,920.72
September 1, 2022 through August 31, 2023	\$18,458.34	\$0.00	\$18,458.34
September 1, 2023 through September 30, 2023	\$19,012.09	\$0.00	\$19,012.09

*Monthly Base Rent is abated during this period. Monthly Operating Expenses will be due as provided in the Lease during this period.

2. Except as otherwise expressly provided herein, all defined terms used in this 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 and other reimbursable costs as provided in the Lease during the Second Extension Term.

3. Notwithstanding anything provided in the Lease to the contrary, effective on September 1, 2018, all payments required to be made by Tenant to Landlord (or to such other party as Landlord may from time to time specify in writing) may only be made by Electronic Fund Transfer ("EFT") of immediately available federal funds before 11:00 a.m., Eastern Time at such place, within the continental United States, as Landlord may from time to time designate to Tenant in writing.
4. The notice addresses for Landlord and Tenant during the Lease Term, as extended, shall be as follows:

Landlord: Prologis
12720 Gateway Dr.
Suite 110
Tukwila, WA 98168

With a copy to: Prologis
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Attention: General Counsel

Tenant: DPI Specialty Foods, Northwest
12360 S.W. Leveton Drive
Tualatin, OR 97062

With a copy to: Jason L. Booth
General Counsel
Arbor Investments
676 N. Michigan Avenue, Suite 3400
Chicago, IL 60611
5. 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 Mark E. Roddy of Prologis representing the Landlord and Wendy A. Berger of WBS Equities, LLC representing the Tenant, 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.
6. All Tenant options to extend the Lease Term, terminate the Lease, or expand or contract the Premises, if any, which exist under the Lease are hereby null and void.
7. Security Deposit. Landlord acknowledges it holds a Security Deposit in the amount of \$18,064.00. An additional \$5,310.09 is due upon execution of this Second Amendment to Lease for a total Security Deposit of \$23,374.09.
8. Construction (Turnkey). Landlord agrees to furnish or perform at Landlord's sole cost and expense those items of construction specified in Exhibit A, attached hereto.

9. Insofar as the specific terms and provisions of this 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 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.
10. Landlord and Tenant hereby agree that (i) this Amendment is incorporated into and made a part of the Lease, (ii) any and all references to the Lease hereinafter shall include this 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.
11. 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.

[Remainder of page is intentionally blank; signature page to follow]

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

LANDLORD:

AMB Partners II, L.P.
a Delaware limited partnership

By: AMB Partners II GP LLC
a Delaware limited liability company
its general partner

By: 

Name: Richard R. Kolpa
Sr. Vice President of Prologis, Inc. a
Maryland corporation

Date Executed: 2/7/18

TENANT:

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

By: 

Name: Conor Crowley

Its: Chief Financial Officer

Date Executed: 2/5/2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Bernardino)
On 2/5/2018 before me, Rina Zakharov, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Conor Crowley
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 2nd Amendment to lease Agreement
Document Date: 2/8/18 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Conor Crowley
☒ Corporate Officer — Title(s): CFO
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: DPI Specialty Foods

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

STATE OF WASHINGTON

COUNTY OF KING

Before me, the subscribers, a notary public in and for said county, personally appeared Richard R. Kolpa, the Senior Vice President of Prologis, the Landlord in the foregoing instrument, who acknowledged the signing of the foregoing instrument to be his/her free act and deed on behalf of the Landlord for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal on the 7th day of February, 2018



[Signature]
NOTARY PUBLIC, STATE OF WASHINGTON

STATE OF _____
COUNTY OF _____

See attached

Before me, the subscribers, a notary public in and for said county, personally appeared _____, the _____ of _____, the Tenant in the foregoing instrument, who acknowledged the signing of the foregoing instrument to be his/her free act and deed on behalf of the Tenant for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal on the _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF _____

EXHIBIT A: CONSTRUCTION (TURNKEY)

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:

- Professionally paint Kitchen area. *
- Install LED wall pack lighting on the exterior of the eastern side of the Premises.
- Replace exhaust fan in the women's restroom.

* Tenant is responsible for moving furniture and all electronic equipment including computers and phones prior to and upon completion of construction.

Landlord may collect a construction management fee, payable by Tenant within 30 days following receipt of Landlord's invoice from time to time throughout the period of construction of the Initial Improvements, which such fee shall be calculated based upon the scope of work of the Initial Improvements as described herein, taking into account costs generally payable for similar services within the market area in which the Project is located.

(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 cause any labor dispute as a result of

such installations, and provided further that Tenant does hereby agree to indemnify, defend, and hold Landlord harmless from any loss or damage to such property, and all liability, loss, or damage arising from any injury to the Project or the property of Landlord, its contractors, subcontractors, or materialmen, and any death or personal injury to any person or persons arising out of such installations, unless any such loss, damage, liability, death, or personal injury was caused by Landlord's negligence. Any such occupancy or performance in the Premises shall be in accordance with the provisions governing Tenant-Made Alterations and Trade Fixtures in the Lease, and shall be subject to Tenant providing to Landlord satisfactory evidence of insurance for personal injury and property damage related to such installations and satisfactory payment arrangements with respect to installations permitted hereunder. Delay in putting Tenant in possession of the Premises shall not serve to extend the term of this Lease or to make Landlord liable for any damages arising therefrom.