

**FIRST AMENDMENT TO
STANDARD FORM INDUSTRIAL BUILDING LEASE**

THIS FIRST AMENDMENT TO STANDARD FORM INDUSTRIAL BUILDING LEASE (this "**First Amendment**") is made and entered into as of the 22nd day of May, 2018, by and between TSO DEERPARK, LP, a Georgia limited partnership (as "**Landlord**"), and KEHE DISTRIBUTORS, LLC, a Delaware limited liability company (as "**Tenant**").

WITNESSETH:

WHEREAS, Elkton Venture, LLC, a Delaware limited liability company ("**Original Landlord**"), and Tree of Life, Inc., a Delaware corporation ("**Original Tenant**") entered into that certain Standard Form Industrial Building Lease dated as of June 30, 2008 (the "**Lease**");

WHEREAS, pursuant to the terms of the Lease, Tenant (as successor-in-interest to Original Tenant) leases a building ("**Building**") and land commonly known as 4055 Deerpark Boulevard, Elkton, Florida 32033 containing approximately 246,818 rentable square feet of space (the "**Premises**"); and

WHEREAS, Landlord (as successor-in-interest to Original Landlord) and Tenant desire to modify and amend the Lease to extend the term of the Lease and to make certain changes hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual premises, and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the parties hereto to one another, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties for themselves and their successors and assigns hereto hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein as if set forth in full.

2. **Defined Terms.** All capitalized terms not defined in this First Amendment shall have the same meaning as set forth in the Lease.

3. **Lease Term.** The Term is scheduled to expire as of June 30, 2020. Landlord and Tenant hereby agree to extend the Term for a period of forty-eight (48) months, unless sooner terminated, commencing on July 1, 2020 (the "**Renewal Date**"), and expiring on June 30, 2024 (the "**Termination Date**"). The period from the Renewal Date through the Termination Date is hereinafter referred to as the "**First Extension Term**."

4. **Acceptance of Premises.** Tenant is in possession of and accepts the Premises in its "as is" condition, and acknowledges that all the work to be performed by the Landlord in the Premises as required by the terms of the Lease, if any, has been satisfactorily completed.

5. Base Rent.

(a) Current Term. Tenant acknowledges and agrees that Tenant shall continue to pay Base Rent for the Premises from the date hereof until the Renewal Date in accordance with the terms of the Lease.

(b) First Extension Term. Commencing on the Renewal Date and continuing throughout the First Extension Term, Tenant shall pay Landlord the following sums as Base Rent for the Premises pursuant to Section 2 of the Lease (monthly installments do not include sales tax):

| <u>Period</u> | <u>Annual Base Rent</u> | <u>Monthly Base Rent</u> |
|------------------|-------------------------|--------------------------|
| 7/1/20 – 6/30/21 | \$836,713.08 | \$69,726.09 |
| 7/1/21 – 6/30/22 | \$849,053.88 | \$70,754.49 |
| 7/1/22 – 6/30/23 | \$861,394.80 | \$71,782.90 |
| 7/1/23 – 6/30/24 | \$873,735.72 | \$72,811.31 |

6. Additional Rent. Tenant shall continue to pay Additional Rent for the Premises from the date hereof throughout the First Extension Term in accordance with the terms of the Lease, including, without limitation, Operating Expenses and Taxes pursuant to Section 3 of the Lease.

7. Refurbishment Allowance.

(a) So long as the Lease (as amended hereby) is in full force and effect and no Event of Default has occurred and is continuing beyond the expiration of applicable notice and cure periods, Landlord shall provide Tenant with an allowance (the “**Allowance**”) up to the amount of \$300,000.00 to be used for the refurbishment of the Premises (the “**Refurbishment**”). Tenant shall notify Landlord in writing of the improvements Tenant would like made to the Premises in connection with the Refurbishment and Landlord and Tenant shall thereafter mutually and reasonably agree upon the plans and specifications for the Refurbishment (the “Plans and Specifications”).

(b) Landlord shall obtain bids from at least three (3) contractors with respect to the completion of the Refurbishment based upon the Plans and Specifications and shall select the lowest bidder as the contractor; provided, however, that if the price quoted by the lowest bidder exceeds the amount of the Allowance, Landlord shall notify Tenant and agrees to reasonably cooperate with Tenant in modifying the Plans and Specifications in an attempt to reduce costs such that the Allowance is not exceeded. If the price quoted by the lowest bidder exceeds the amount of the Allowance, Tenant expressly acknowledges and agrees that Landlord shall not be required to commence completion of all or any portion of the Refurbishment until Landlord and Tenant have mutually and reasonably selected a contractor based upon the final approved Plans and Specifications and pricing. After the selection of the contractor, Landlord shall thereafter cause

said contractor to use reasonable speed and diligence to substantially complete the Refurbishment in accordance with the Plans and Specifications and all applicable laws, statutes, and ordinances, including without limitation, the Americans with Disabilities Act of 1990, as amended (the "ADA"), excepting therefrom any requirements related to Tenant's specific use of the Premises and/or any special requirements of the ADA relating to accommodations for individual employees, invitees and/or guests of Tenant. Landlord and Tenant shall reasonably cooperate with respect to the scheduling and completion of the work related to the Refurbishment in an attempt to minimize interference with Tenant's use of the Premises. Landlord hereby warrants to Tenant, which warranty shall survive for the one (1) year period following the completion of the Refurbishment, that (i) the materials and equipment furnished by Landlord's contractors in the completion of the Refurbishment will be of good quality and new, and (ii) such materials and equipment and the work of such contractors shall be free from defects not inherent in the quality required or permitted hereunder. The foregoing Landlord warranty shall exclude damages or defects caused by the negligence or willful misconduct of Tenant or any Tenant Parties, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

(c) Tenant hereby expressly acknowledges and agrees that Tenant shall be responsible for any and all Refurbishment costs in excess of the Allowance. In the event that following the selection of the contractor for the Refurbishment following the bidding and plan modification process set forth above, Landlord reasonably determines that the completion of the Refurbishment will cost in excess of the amount of the Allowance based upon the agreed upon final pricing as set forth above, Landlord will give written notice to such effect to Tenant, which notice will specify the estimated amount by which the cost of the Refurbishment will exceed the Allowance. Tenant agrees to deliver to Landlord fifty percent (50%) of such amount within ten (10) days following receipt of such notice. When the final cost of the Refurbishment has been determined and incurred, Landlord shall provide notice of the same to Tenant and Tenant shall pay the remainder of the excess Refurbishment costs to Landlord within ten (10) days following receipt of such notice. Failure by Tenant to make any such payment to Landlord shall be a default under the Lease. The cost of the Refurbishment shall include, without limitation, all reasonable and customary costs and expenses incurred by Landlord pertaining to Refurbishment, all costs and expenses of preparation of the Plans and Specifications, architectural costs, engineering costs, permitting costs, and a construction management fee to Landlord in the amount of 3.5% of the total cost of the Refurbishment. Tenant hereby expressly acknowledges and agrees that if the entire amount of the Allowance has not been applied to the final cost of the Refurbishment on or before December 31, 2019, then the unused portion of the Allowance as of such date shall be forfeited by Tenant.

8. Replacement of Office HVAC Unit. It is agreed between Landlord and Tenant that the day-to-day maintenance of the HVAC systems of the Premises shall be the responsibility of the Tenant and that Tenant shall maintain the HVAC Maintenance Contract pursuant to the terms of Section 13.2 of the Lease. Notwithstanding anything in the Lease to the contrary, and provided that Tenant has maintained the HVAC systems in accordance with the terms of the Lease, in the event that a unit of the HVAC system serving the office portion of the Premises only (but not all or any portion of the warehouse portion of the Premises) requires replacement during the Term in the reasonable opinion of an HVAC consultant or expert, the replacement cost of such office HVAC unit (each, a "**Unit Replacement Cost**") shall be paid in full by

Landlord but shall be subject to reimbursement from Tenant in the manner hereafter specified. The Unit Replacement Cost shall be amortized over fifteen (15) years (the “**Amortization Period**”). Tenant shall be obligated to pay, each month during the remainder of the Term, on the date on which Base Rent is due, an amount equal to the product of multiplying the Unit Replacement Cost by a fraction, the numerator of which is the number of months remaining in the Term at the time of the replacement (without regard for any unexercised renewal option), and the denominator of which is the number of months in the Amortization Period. Tenant shall pay interest (at an interest rate of 8%) on the unamortized balance but may prepay its obligation at any time. In the event Tenant exercises a renewal option and Landlord has not been reimbursed in full for the applicable Unit Replacement Cost as of the expiration of the then current Term, Tenant shall continue to pay the foregoing monthly installments during the renewal term(s) until Landlord has been reimbursed in full for such Unit Replacement Cost. Notwithstanding anything herein to the contrary, if any such office unit of the HVAC system requires replacement due to the negligence or willful misconduct of Tenant or any Tenant Parties, improper or insufficient maintenance, or improper operation, then Tenant shall be responsible for the entire Unit Replacement Cost at the time such office unit is replaced.

9. Repairs and Maintenance. Notwithstanding anything in the Lease to the contrary, including, without limitation, Section 13.1 thereof, from and after the date of this First Amendment, Landlord shall, at its own cost and expense, maintain in good condition and repair, and replace if and when necessary, the roof and roof membrane of the Building; provided, however, that Landlord’s obligation shall exclude the cost of any maintenance, repair or replacement required because of the negligence or willful misconduct of Tenant or any Tenant Parties, the cost of which shall be the responsibility of Tenant. Landlord hereby acknowledges and agrees that, as of the date this First Amendment, there is no condition with respect to the roof which requires maintenance, repair, or replacement because of the negligence or willful misconduct of Tenant or any Tenant Parties.

10. Extension Option. Any and all renewal or extension options contained in the Lease, including, without limitation, Rider No. 1 to the Lease, are hereby deleted in their entirety and shall be of no further force or effect. Notwithstanding the foregoing, and provided that no Event of Default by Tenant has occurred which remains uncured either as of the date of Tenant’s notice as set forth below or as of the first day of the applicable Extended Term (as hereinafter defined), Tenant shall have the right to extend the Term of this Lease for two (2) consecutive periods of four (4) years each (each, an “**Extended Term**”) with respect to all, but not any lesser portion of the Premises, upon all of the following terms and conditions:

(a) Tenant must provide Landlord notice of its exercise of the option for the applicable Extended Term not less than six (6) full months prior, but not more than nine (9) months prior, to the expiration date of the current Term. Time is of the essence with respect to the foregoing.

(b) The Base Rent for the applicable Extended Term shall be one hundred percent (100%) of the then prevailing rental rate, as of the date of Tenant’s notice for the applicable Extended Term, for comparable leases during the applicable Extended Term on a per rentable square foot basis (the “**Market Rental Rate**”), taking into account all relevant factors, including, without limitation, size of space, age, location and quality of building, length of term,

credit standing of tenant, method of paying operating costs, services provided and improvement allowances, commissions payable, free rent or other concessions being provided (such concessions shall be deemed only to reduce the effective rate and therefore will result in a lower Market Rental Rate, but Landlord shall not be obligated to provide any free rent, lease assumptions, moving allowances or other concessions whatsoever).

(c) If Tenant exercises its option for an Extended Term by written notice to Landlord as provided above (“**Notice Date**”), Landlord and Tenant shall meet promptly and shall negotiate, in good faith, to reach agreement on the Market Rental Rate within thirty (30) days following the Notice Date. If Landlord and Tenant are unable to reach agreement within such thirty (30) day period, Tenant may, at its option, either (a) cancel its exercise of the option to extend the Term of the Lease or (b) elect to have the Market Rental Rate determined as set forth below in subsection (d) below. Tenant shall notify Landlord, within five (5) business days after the expiration of the aforesaid thirty (30) day period, of its election either to cancel its exercise of the option to extend or to have the Market Rental Rate determined as set forth in subsection (d) below. If Tenant elects to cancel its exercise of the option to extend, the Lease shall terminate upon the expiration of the then current Term. If Tenant does not notify Landlord of either of the options contained in subsentences (a) and (b) above within said five (5) business day period, then Tenant shall be deemed to have elected to continue in effect its exercise of the then applicable option to extend and to have the Market Rental Rate determined as set forth in subsection (d) below.

(d) If, Tenant elects (or is deemed to have elected) to have the Market Rental Rate determined as described herein, then within fifteen (15) business days after the date of Tenant’s election (or deemed election), Landlord and Tenant shall mutually agree upon a commercial real estate broker who has at least ten (10) years’ experience, immediately prior to the date in question, evaluating Market Rental Rates for similar properties in the St. Johns County, Florida market. If the parties are unable to agree on a broker the parties shall ask the commercial division of the St. Johns County Board of Realtors (or similar entity) to designate a broker. The broker agreed upon or so designated is hereinafter referred to as the “**Market Broker**”. Within ten (10) business days after the Market Broker has been agreed upon or appointed, Landlord and Tenant shall each deliver to the Market Broker in writing their respective written determinations of the Market Rental Rate. Within thirty (30) days after receipt of the final written determinations, the Market Broker shall select Landlord’s determination or Tenant’s determination, but no other amount and no compromise between the two, as the Market Rental Rate. The fees and expenses of the Market Broker shall be borne equally by Landlord and Tenant. The determination of the Market Rental Rate as provided above shall be final, binding and conclusive on both Landlord and Tenant, shall be considered a final award pursuant to the rules of the American Arbitration Association and any applicable state or federal law and judgment may be had on the award in any court of competent jurisdiction.

(e) Except for Base Rent to be determined as set forth above, all of the terms and conditions of the Lease shall remain the same and shall remain in full force and effect throughout the applicable Extended Term; provided, however, that any construction provisions requiring Landlord to construct improvements, free rent, improvement allowances, moving allowances, lease assumption payments, plan design allowances (or payments) or other similar concessions provided for in the Lease shall not apply during the applicable Extended Term.

During the applicable Extended Term, Tenant shall continue to pay Additional Rent in accordance with the terms of the Lease, including, without limitation, Operating Expenses and Taxes pursuant to Section 3 of the Lease.

(f) The options to extend the Term set forth herein are personal to KeHE Distributors, LLC, a Delaware limited liability company, may not be exercised by any party other than KeHE Distributors, LLC, a Delaware limited liability company, and shall become null and void upon the occurrence of an assignment of the Lease (by operation of law or otherwise) or a sublet of all or a part of the Premises.

11. **Notice Address.** The notice address for Landlord set forth in the Lease is hereby deleted in its entirety and the following is substituted therefor:

TSO DEERPARK, LP
Attn: A. Boyd Simpson
1170 Peachtree Street, Suite 2000
Atlanta, Georgia 30309

12. **Broker.** The Simpson Organization (“**Landlord’s Broker**”) has acted as agent for Landlord and Colliers International (“**Tenant’s Broker**”) has acted as agent for Tenant in connection with this First Amendment and are each to be paid a commission by Landlord pursuant to a separate agreement. Landlord represents that it has dealt with no broker other than Landlord’s Broker and Tenant’s Broker in connection with this First Amendment. Landlord agrees that, if any other broker makes a claim for a commission based upon the actions of Landlord, Landlord shall indemnify, defend and hold Tenant harmless from any such claim. Tenant represents that it has dealt with no broker other than Landlord’s Broker and Tenant’s Broker in connection with this First Amendment. Tenant agrees that, if any other broker makes a claim for a commission based upon the actions of Tenant, Tenant shall indemnify, defend and hold Landlord harmless from any such claim.

13. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. This First Amendment may be executed by each party upon a separate copy, and one or more execution pages may be detached from one copy of this First Amendment and attached to another copy in order to form one or more counterparts. Signature pages exchanged by facsimile shall be fully binding.

14. **No Claims, Offsets or Breaches.** Tenant acknowledges, certifies, affirms, and represents that there are no claims, offsets, or breaches of the Lease, or any action or causes of action by Tenant against Landlord directly or indirectly relating to the Lease.

15. **No Other Modifications.** Except as expressly modified herein, the Lease shall remain in full force and effect and, as modified herein, is expressly ratified and confirmed by the parties hereto. In the event of a conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall control.

[Signatures Begin on Following Page]

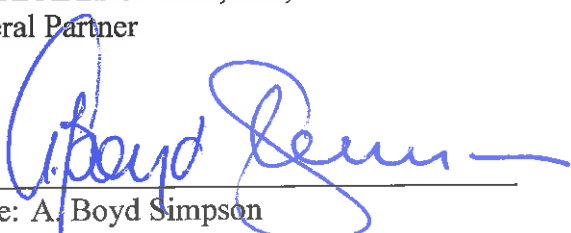
IN WITNESS WHEREOF, the parties below have caused this First Amendment to be executed under seal as of the date and year first above written.

LANDLORD:

TSO DEERPARK, LP,
a Georgia limited partnership

By: DEERPARK General Partner, LP,
Its: General Partner


By: DEERPARK GP SPE, Inc.,
Its: General Partner

By: 
Name: A. Boyd Simpson
Title: President

[Signatures Continue on Following Page]

TENANT:

KEHE DISTRIBUTORS, LLC,
a Delaware limited liability company

By: 
Name: L. Hartley
Title: EVP, Warehouse Ops