

FIRST AMENDMENT TO AGREEMENT OF LEASE

THIS FIRST AMENDMENT is made this 28th day of May, 2014 by and between **GCP-FCDC, LLC**, a Delaware limited liability company, successor in interest to **FCDC PROPERTIES, LLC**, an Alabama limited liability company and **FOUNTAIN Partners**, an Alabama limited liability company ("Landlord") and **KEHE DISTRIBUTORS, LLC**, a limited liability company organized under the laws of Delaware ("Tenant").

BACKGROUND:

A. Landlord and Tenant entered into a Lease dated February 26, 2013, (the "Lease"), covering the Premises at 4030 Deerpark Blvd., St. Augustine, Florida 32033, as more fully described in the Lease;

B. Tenant desires to expand on a month to month basis into the adjoining space ("Flex-Expansion Space") and Landlord has agreed to such expansion subject to the provisions of this Amendment. Accordingly, Landlord and Tenant desire to amend the Lease.

C. Except as specifically noted below, all other terms and conditions of the Lease remain in full force and affect.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Lease, and intending to be the legally bound hereby, agree that the Lease is amended as follows:

1. **Exhibit A. PREMISES.** Adjacent to Suite 300, Tenant shall occupy Flex-Expansion Space under the following conditions:

Effective May 1, 2014, Tenant agrees to occupy 24,150 square feet of Flex-Expansion Space, on a month to month basis. The Flex-Expansion Space will be located immediately adjacent to and accessed from Tenant's existing Premises as defined by the Lease.

Tenant shall notify Landlord of its intent to change its square footage occupancy within the Flex-Expansion space with thirty (30) days prior written notice, but in no event shall Tenant occupy less than 12,075 square feet of Flex-Expansion space unless Tenant elects to vacate the Flex-Expansion space in its entirety. Rent will be adjusted as described in Paragraph 2 of this Lease Amendment.

This Lease Amendment remains in effect unless terminated by either Landlord or Tenant with sixty (60) days prior written notice to each other.

2. **Exhibit C. RENT SCHEDULE.** In addition to Tenant's Monthly Base Rent, Tenant shall pay the following rent for the Flex-Expansion Space:

\$10,062.50 monthly plus six percent (6%) Florida State Sales Tax for a total of \$10,666.25 per month.

Recalculation of monthly rent due to changes in Tenant's occupancy of the Flex-Expansion Space will be based on a rental rate of \$5.00 per square foot, per year, divided by twelve months and subject to Florida State Sales Tax.


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

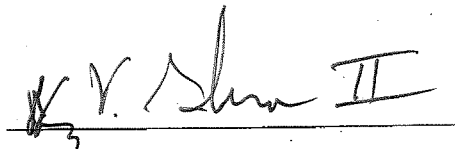
WITNESS:

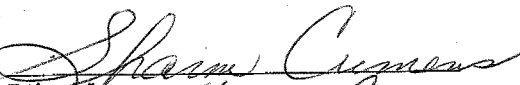
LANDLORD:

GCP-FCDC, LLC

By: GCPM, LLC
Its: Manager

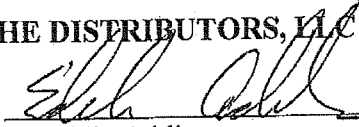
By: 
Name: Gardner Lee
Title: President


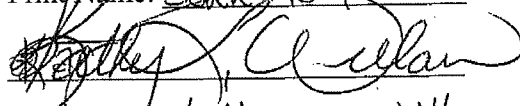

Print Name: Henry V. Graham II


Print Name: Sharon Cumens

TENANT:

KEHE DISTRIBUTORS, LLC

By: 
Name: Eddie Addis
Title: Executive Director of Operations


Print Name: John Abel

Print Name: Kathy L. Willan