

SUBLEASE MEMORANDUM – RESTATEMENT OF RENT

PDX LOGISTICS CENTER I LLC a limited liability company organized under the laws of the State of Delaware ("Landlord") and **KeHE Distributors, LLC**, a Delaware limited liability company ("Tenant"), executed that Sublease on August 26, 2015 ("Sublease") regarding the property legally described and depicted on Exhibit A attached hereto.

The Sublease contemplates that this document shall be delivered and executed as set forth in Section 3. This Sublease Memorandum shall become part of the Sublease and is intended to restate the Base Rent in accordance with Section 2.1 ("Premises"), a copy of which is attached hereto as Exhibit A.

Landlord and Tenant agree as follows:

1. The Commencement Date of the Sublease is November 1, 2015.
2. Tenant's obligation to pay Base Rent commences on November 1, 2015 with a period of five (5) months that are abated pursuant to the Rent Schedule specified in Section 1 of Sublease.
3. Tenant's obligation to pay Tenant's Share of Common Expenses commences on November 1, 2015.
4. The expiration date of the Sublease is March 31, 2026.
5. The Premises consists of approximately three hundred eighty-three thousand and forty (383,040) rentable square feet known as space 9555, and includes a final office measurement of ten thousand one hundred forty seven (10,147) square feet as measured by Landlord's architect. Pursuant to Section 2.1, the Office Base Rent Surcharge shall in no event be less than seven thousand five hundred (7,500) square feet nor more than nine thousand (9,000) square feet for the purposes of calculating the Office Base Rent Surcharge. Therefore, the Office Base Rent Surcharge is based upon 9,000 square feet, the calculations for which are as follows:

| Rent | | | | | | |
|--------------------------|-----------|---|--|--|--|---------------------------------|
| Start Month | End Month | Monthly Base Rent per square foot of Premises RSF | Monthly Base Rent for Premises prior to Office Surcharge | Monthly Base Rent Surcharge per square foot of Office RSF* | Monthly Base Rent for Premises per square foot of Office RSF | Total Monthly Rent for Premises |
| Month 1 [November, 2015] | Month 5 | ABATED** | ABATED** | ABATED** | ABATED** | |
| Month 6 | Month 12 | \$0.3950 | \$151,300.80 | \$0.8200 | \$7,380.00 | \$158,680.80 |
| Month 13 | Month 24 | \$0.3950 | \$151,300.80 | \$0.8200 | \$7,380.00 | \$158,680.80 |
| Month 25 | Month 36 | \$0.4049 | \$155,083.32 | \$0.8405 | \$7,564.50 | \$162,647.82 |
| Month 37 | Month 48 | \$0.4150 | \$158,960.40 | \$0.8615 | \$7,753.50 | \$166,713.90 |

| | | | | | | |
|-----------|-----------|----------|--------------|----------|------------|--------------|
| Month 49 | Month 60 | \$0.4254 | \$162,934.41 | \$0.8831 | \$7,947.90 | \$170,882.31 |
| Month 61 | Month 72 | \$0.4360 | \$167,007.77 | \$0.9051 | \$8,145.90 | \$175,153.67 |
| Month 73 | Month 84 | \$0.4469 | \$171,182.97 | \$0.9278 | \$8,350.20 | \$179,533.17 |
| Month 85 | Month 96 | \$0.4581 | \$175,462.54 | \$0.9509 | \$8,558.10 | \$184,020.64 |
| Month 97 | Month 108 | \$0.4695 | \$179,849.11 | \$0.9747 | \$8,772.30 | \$188,621.41 |
| Month 109 | Month 120 | \$0.4813 | \$184,345.33 | \$0.9991 | \$8,991.90 | \$193,337.23 |
| Month 121 | Month 125 | \$0.4933 | \$188,953.97 | \$1.0241 | \$9,216.90 | \$198,170.87 |

*"Office RSF" is defined in Section 2.1 as not less than 7,500 RSF nor more than 9,000 RSF; surcharge based upon 9,000 RSF (see attached Exhibit A of Section 2.1

**Operating Cost Reimbursements not abated

LANDLORD

PDX LOGISTICS CENTER I LLC, a Delaware limited liability company

By: Capstone Partners LLC, an Oregon Limited liability company, its Manager

By: 

Printed Name: Chris Nelsen

As Its: Authorized Agent

TENANT

KeHE DISTRIBUTORS, LLC, a Delaware limited liability company

By: 

Printed Name: Joel R. Jorgensen

As Its: CAO

EXHIBIT A

2.1 Premises. The "Premises" shall be the area shown on the site plan/floor plan attached hereto as **Exhibit A** which the parties agree is equal to 383,040 rentable square feet, located within the building located at the address set forth in Section 1 ("Building"). A portion of the Premises will consist of "Office Space", meaning any space partitioned off from the balance of the Premises, and adapted for office use, including without limitation break rooms, bathrooms, closets, conference rooms, reception areas, and open plan or enclosed offices. As set forth in Section 1, the Office Space bears a Base Rent Surcharge. The exact amount of the Office Space will not be known until the Tenant's Work is complete. At such time, Landlord's architect shall measure the Office Space from the outside face of exterior walls and from the warehouse side of any interior partitions. The area resulting from such measurement shall be the "Office RSF" for purposes of calculating the Office Base Rent Surcharge. Notwithstanding the actual measured Office RSF, it shall in no event be less than 7,500 RSF nor more than 9,000 RSF for purposes of calculating the Office Base Rent Surcharge.