

THIRD AMENDMENT

THIS THIRD AMENDMENT (this "**Amendment**") is made and entered into as of November 17, 2022, by and between **PRIM MILLIKEN DISTRIBUTION ASSOCIATES, LLC**, a Delaware limited liability company ("**Landlord**"), and **DPI SPECIALTY FOODS, INC.**, a Delaware corporation ("**Tenant**").

RECITALS

- A. Landlord and Tenant are parties to that certain Standard Industrial Lease, dated September 1, 2011 (the "**Original Lease**"), which Original Lease has been previously amended by that certain First Amendment (the "**First Amendment**"), dated November 10, 2016 and that certain Second Amendment (the "**Second Amendment**"), dated as of May 14, 2019 (collectively, the "**Lease**"). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 166,228 rentable square feet, comprised of (i) approximately 94,016 rentable square feet, described as Unit A; and (ii) approximately 72,212 rentable square feet, described as Unit B (collectively, the "**Premises**"), in the building located at 930 S. Rockefeller Avenue, Ontario, California (the "**Building**"). The Building is part of the project commonly known as Milliken Business Center.
- B. The Lease by its terms shall expire on February 28, 2023 ("**Prior Termination Date**"), and the parties desire to extend the term of the Lease, all on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Extension.** The term of the Lease is hereby extended for a period of thirty-six (36) months and shall expire on February 28, 2026 ("**Third Extended Termination Date**"), unless sooner terminated in accordance with the terms of the Lease. That portion of the term commencing the day immediately following the Prior Termination Date ("**Third Extension Date**") and ending on the Third Extended Termination Date shall be referred to herein as the "**Third Extended Term**".
2. **Base Rent.** As of the Third Extension Date, the schedule of Base Rent payable with respect to the Premises during the Third Extended Term is the following:

Period	Rentable Square Footage	Annual Base Rent	Monthly Base Rent
3/1/2023 – 2/29/2024	166,228	\$3,291,314.40	\$274,276.20
3/1/2024 – 2/28/2025	166,228	\$3,422,967.00	\$285,247.25
3/1/2025 – 2/28/2026	166,228	\$3,559,885.68	\$296,657.14

All such Base Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby.

3. **Additional Security Deposit.** No additional Security Deposit shall be required in connection with this Amendment.
4. **Additional Rent.** For the period commencing on the Third Extension Date and ending on the Third Extended Termination Date, Tenant shall pay all additional rent payable under the Lease, including

Tenant's Percentage Share of Operating Expenses, in accordance with the terms of the Lease, as amended hereby.

5. **Improvements to Premises.**

5.1 **Condition of Premises.** Tenant is in possession of the Premises and accepts the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as may be expressly provided otherwise in this Amendment.

5.2 **Responsibility for Improvements to Premises.** Any construction, alterations or improvements to the Premises shall be performed by Tenant at its sole cost and expense using contractors selected by Tenant and approved by Landlord and shall be governed in all respects by the provisions of Section 13 of the Original Lease.

6. **Extension Option.** The Extension Option set forth in Section 6 of the First Amendment, as amended by Section 6 of the Second Amendment, shall continue to apply during the Third Extended Term, and all references therein to "Extended Term" or "Second Extended Term" are hereby replaced with "Third Extended Term".

7. **Sustainability Practices.** At least annually, Tenant shall be required to submit to Landlord electricity consumption data in a format deemed reasonably acceptable by Landlord. Landlord's property manager shall act as Tenant's primary contact for sustainability related matters.

8. **Miscellaneous.**

8.1 This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.

8.2 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

8.3 Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.

8.4 Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment other than CBRE, Inc. Tenant agrees to indemnify and hold Landlord and the other Indemnified Parties harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Amendment.

- 8.5 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Third Extended Term (as the same may be further extended), a default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.
- 8.6 Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that as of the date of this Amendment, the Premises have not undergone inspection by a "Certified Access Specialist" ("CASp") to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code Section 55.53. Landlord hereby discloses pursuant to California Civil Code Section 1938 as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." The parties agree that Section 7.7 of the Second Amendment remains in full force and effect during the Third Extended Term.
- 8.7 Signatures to this Amendment transmitted by telecopy or electronic signatures shall be valid and effective to bind the party so signing. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. **FURTHER, THE PARTIES HERETO EXPRESSLY CONSENT AND AGREE THAT THIS AMENDMENT MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THE ELECTRONIC SIGNATURES APPEARING ON THIS AMENDMENT SHALL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AS WELL AS ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have entered into and executed this Amendment as of the date first written above.

LANDLORD:

**PRIM MILLIKEN DISTRIBUTION
ASSOCIATES, LLC, a Delaware limited
liability company**

By: Matthew Tracy

Name: Matthew Tracy

Title: Authorized Signatory

TENANT:

**DPI SPECIALTY FOODS, INC.,
a Delaware corporation**

By: Marc Barth

Name: Marc Barth

Title: CFO