

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "Assignment") is made and entered into as of December 19, 2020, by and between TREE OF LIFE, LLC, a Delaware limited liability company ("Assignor"), and KeHE Distributors, LLC, a Delaware limited liability company ("Assignee").

Recitals

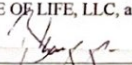
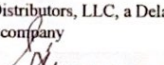
A. Assignor is the current tenant under that certain Lease Agreement with LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership, as landlord, dated June 4, 2009, and First Amendment thereto dated April 1, 2010, pursuant to which Landlord leased to Tenant certain premises consisting of approximately 311,928 square feet located at 860 Nestle Way, Breinigsville, PA (the "Premises"), such lease being herein referred to as the "Lease";

B. Assignor is a wholly owned subsidiary of Assignee and Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, Assignor's interest as tenant (together with all rights and obligations relating thereto) under the Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Transfer and Assignment by Assignor.** Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest, in, to and under the Lease.
2. **Assumption by Assignee.** Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the duties, obligations, liabilities, commitments and covenants of Assignor, accruing from and after the date hereof with respect to or arising under the Lease.
3. **Indemnification by Assignor.** Assignor hereby agrees to indemnify, defend and hold harmless Assignee, and its partners, directors, members, shareholders, affiliates, managers, employees and agents, from, of and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to the breach by Assignor of any of the obligations, terms or covenants of Assignor, under or pursuant to the Lease, which obligations, terms or covenants accrued prior to the date hereof.
4. **Indemnification by Assignee.** Assignee hereby agrees to indemnify, defend and hold harmless Assignor, and its partners, officers, directors, members, shareholders, affiliates, managers, employees and agents, from, of and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to the breach by Assignee of any of the other obligations, terms or covenants of Assignor, under or pursuant to the Lease, which other obligations, terms or covenants accrue from and after the date hereof.
5. **Survival of Provisions.** This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Attorneys' Fees and Costs.** If either party commences an action for the judicial interpretation, reformation, enforcement or rescission hereof, the prevailing party will be entitled to a judgment against the other party for an amount equal to reasonable attorneys' fees and court and other costs incurred.
7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.
8. **Counterparts.** This Assignment may be executed in counterparts which, when integrated, shall constitute one original of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officers on the date first written above.

ASSIGNOR:	ASSIGNEE:
TREE OF LIFE, LLC, a Delaware limited liability company	KeHE Distributors, LLC, a Delaware limited liability company
By: 	By: 
Name: <u>Tim Wiggins</u>	Name: <u>Tim Wiggins</u>
Title: <u>President</u>	Title: <u>Manager</u>