

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement for Real Property and All Buildings, Fixtures and Improvements (this "Amendment") is made and entered into, as of June 9, 2017, by and between **Four M Investments II, LLC**, an Ohio limited liability company ("Landlord"), and **U.S. Corrugated, Inc.**, a Pennsylvania corporation ("Tenant"). Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement for Real Property and All Buildings, Fixtures and Improvements, dated November 1, 2008, as amended by that certain First Amendment to Lease Agreement, dated as of October 21, 2016 (as amended, the "Agreement"), covering certain land and improvements located at 1290 Campground Road, Lancaster, Ohio, as more particularly described in the Agreement; and

WHEREAS, Tenant and Landlord now desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the agreements of the parties contained herein, Landlord and Tenant hereby agree as follows:

- A. Landlord and Tenant hereby amend the Agreement such that, notwithstanding anything in the Agreement to the contrary, and otherwise subject to any and all terms and conditions of the Agreement regarding any earlier termination of the Lease Term, the Lease Term (as defined in the Agreement) shall expire on the date that is ten (10) years from June 9, 2017 (the "Transaction Closing Date").
- B. Landlord and Tenant hereby amend the Agreement such that, notwithstanding anything in the Agreement to the contrary, Landlord shall be responsible for, at Landlord's sole cost and expense, all repairs, liabilities and obligations of either Tenant or Landlord under the Agreement arising prior to the Transaction Closing Date. Notwithstanding the previous sentence to the contrary, Tenant shall be responsible for, at Tenant's cost and expense, the repairs and improvements listed in **Exhibit A** attached hereto and incorporated herein, for which Tenant has been reimbursed by Landlord. Tenant shall make commercially reasonable efforts to complete all such repairs and improvements and provide Landlord notice of the same on or prior to the six month anniversary of the Transaction Closing Date. To Landlord's and Tenant's knowledge, the repairs and improvements on **Exhibit A** are the only required repairs and improvements which have arisen prior to the Transaction Closing Date.
- C. No Holding Over. The second sentence of Section 20.02 of the Agreement is hereby deleted and replaced with the following:

If Lessee holds over, Lessee shall pay Lessor per month for use of the Demised Premises an amount equal to one hundred fifty percent (150%) of the Rents payable for the last month during the Lease Term occurring before such holdover.

- D. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control. Each party represents, warrants and covenants to the other as follows:
1. Authority. It has full power and authority to enter into this Amendment and to grant and convey the rights set forth herein.
 2. Binding Obligation. All necessary approvals for the execution, delivery and performance of this Amendment by it have been obtained, and this Amendment has been duly executed and delivered by it and constitutes the legal and binding obligation of it enforceable in accordance with its terms.

EXECUTION VERSION

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

LANDLORD:

Four M Investments II, LLC

By: Four M Investments, LLC,
its Sole Member

By: _____
Name: Dennis Mehiel
Its: Managing Member

TENANT:

U.S. Corrugated, Inc.

By: _____
Name: Dennis Mehiel
Its: Chief Executive Officer

EXHIBIT A

| SECTION | I/ST/F- UP | DESCRIPTION OF CONCERN | COST ES- TIMATE |
|---------|---------------|---|--------------------|
| 5.2 | ST | Patch deteriorated asphalt paving on auto driveway and parking area | \$2,400 |
| 7.2 | I | Replace sewage ejector pump, temporary pump was in place. | \$1,425 |