

EIGHTH AMENDMENT TO LEASE

THIS EIGHTH AMENDMENT TO LEASE (the "Amendment") is made this 10th day of March 2016, between COLFIN 2015-4 INDUSTRIAL OWNER, LLC, a Delaware limited liability company ("Landlord"), and WESTROCK CP, LLC, a Delaware corporation formerly known as RockTenn CP, LLC ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord, as successor-in-interest to The Realty Associates Fund VI, L.P., and Tenant, as successor-in-interest to Smurfit Stone Corporation, are parties to that certain Standard Industrial Lease Agreement dated July 1, 2005, as amended by a First Amendment to Industrial Lease Agreement dated February 8, 2005, a Second Amendment to Industrial Lease Agreement dated February 1, 2008, a Third Amendment to Industrial Lease Agreement dated August 13, 2009, a Fourth Amendment to Industrial Lease Agreement dated December 13, 2010, a Fifth Amendment to Lease and Partial Termination Agreement dated March 15, 2013, a Sixth Amendment to Lease dated March 1, 2014, and a Seventh Amendment to Industrial Lease Agreement dated February 20, 2015 (collectively, the "Lease"), pursuant to which Tenant is leasing approximately 50,355 rentable square feet (the "Current Premises") known as Suite 325 in the Building owned by Landlord and located at 105 Commerce Drive, Aston, Pennsylvania; and

WHEREAS, the parties desire to relocate the Premises, extend the term of the Lease and otherwise modify the Lease as set forth herein; and

WHEREAS, any capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Extension of Term. The Term is hereby extended to expire at 11:59PM local time on March 31, 2021. For purposes of this Amendment, the period between April 1, 2016 and March 31, 2021 shall be known as the "Extension Term."

2. Relocation of Premises. Effective April 1, 2016, the "Premises" shall be relocated to, and for all purposes under the Lease and this Amendment shall mean and refer only to, approximately 90,128 rentable square feet in the Building, as shown on Exhibit A attached hereto.

3. Surrender of Current Premises. As of March 31, 2016, the Lease shall be deemed terminated with respect to the Current Premises; accordingly, prior to such date, Tenant shall vacate the Current Premises and surrender same to Landlord broom clean and in good order, condition and repair, ordinary wear and tear excepted, and shall remove all of Tenant's Trade Fixtures, Tenant Improvements and other personal property from the Current Premises, all as verified by Landlord's inspection. Tenant's failure to surrender the Current Premises as required herein shall be deemed a holdover of the Current Premises under Section 22 of the Lease, and any of Trade Fixtures, Tenant Improvements and other personal property remaining in the Current Premises shall be subject to Section 21.1 of the Lease. Upon surrender and delivery of the Current Premises in the condition required by this paragraph, neither Tenant nor any party claiming by, through or under Tenant shall have or claim any right to occupy the Current Premises or any part thereof, and Tenant shall be released from all covenants, obligations and liability under the Lease with respect to the Current Premises first arising from and after April 1, 2016, other than

those covenants, obligations (including indemnity obligations) and liabilities which survive the termination of the Lease pursuant to the express terms thereof.

4. Base Rent. During the Extension Term, in addition to any other payments to be made under the Lease, including but not limited to the obligation to pay Tenant's Proportionate Share of Operating Expenses, Tenant shall pay Base Rent as follows:

| Period | Approximate Annual Base Rent PSF | Monthly Base Rent |
|-----------------|----------------------------------|-------------------|
| 4/1/16-4/30/16 | \$4.50 | \$28,125.00* |
| 5/1/16-4/30/17 | \$4.59 | \$28,687.50* |
| 5/1/17-9/30/17 | \$4.68 | \$29,250.00* |
| 10/1/17-4/30/18 | \$4.68 | \$35,149.92 |
| 5/1/18-4/30/19 | \$4.78 | \$35,900.99 |
| 5/1/19-4/30/20 | \$4.88 | \$36,652.05 |
| 5/1/20-3/31/21 | \$4.97 | \$37,328.01 |

*From April 1, 2016 through September 30, 2017, Tenant shall pay Base Rent on 75,000 rentable square feet of the Premises, as reflected by the Monthly Base Rent payable during such period in the schedule above.

5. Tenant's Proportionate Share. Landlord and Tenant stipulate that the Project contains approximately 377,334 rentable square feet of space. Effective April 1, 2016, Tenant's Proportionate Share shall be 23.89%; provided, however, that from April 1, 2016 through September 30, 2017, for purposes of calculating Tenant's Proportionate Share of Operating Expenses payable under the Lease, Tenant's Proportionate Share shall be deemed to be 19.88%, based on 75,000 rentable square feet of the Premises.

6. Brokers. Tenant and Landlord each represent that it has not had any dealings with a real estate broker, finder or other person with respect to this Amendment in any manner, except The Flynn Company, broker for Landlord (the "Broker"). Landlord shall pay any commissions or fees that are payable to the Broker with respect to this Amendment in accordance with the provisions of a separate commission agreement. Each party shall indemnify the other party against all costs or liabilities for commissions or compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

7. Acknowledgements of Tenant. Tenant hereby acknowledges and agrees as follows: (a) Tenant does not have, and hereby waives any option to renew or extend the Term beyond the expiration of the Extension Term; (b) Tenant does not have, and hereby waives any option to expand the Premises; (c) Tenant does not have, and hereby waives any option to terminate the Lease prior to the expiration of the Extension Term; (d) Landlord does not have any obligation to complete or construct any improvements to the Premises, except that Landlord shall, at its sole cost and expense, (i) create an opening in the demising wall between the Current Premises and the Premises to facilitate Tenant's relocation, and (ii) provide new paint and carpet in the office area of the Premises; and (e) except for Landlord's express obligations under subparagraph (d) above, Tenant is occupying the Current Premises, and shall occupy the Premises, in its "AS IS" "WHERE IS" condition, "WITH ALL FAULTS".

8. Rent Payment Address. Until Landlord provides further written notice to Tenant, all Rent shall paid as follows:

| | |
|---|--|
| Payment by Check: PO Box 209263 Austin, TX 78720-9263 | Electronic Payment: Available via rCash Payment Services Tenant Portal Email Accounts Receivable at colfinar@colonyinc.com User name and password to be provided User training will also be provided |
|---|--|

9. Counterpart Execution. This Amendment shall not be effective or binding until such time as it has been executed and delivered by all parties hereto. This Amendment may be executed in counterparts, all of which shall constitute a single agreement.

10. Ratification. Except as modified by this Amendment, the Lease and all terms, conditions, covenants and agreements thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed. For the avoidance of doubt, Landlord reserves all of its rights and remedies under the Lease and no provision of the Lease shall be waived, except by an instrument in writing (referring specifically to the Lease) executed by the party against whom waiver is sought.

SIGNATURES ON FOLLOWING PAGE

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

LANDLORD:

COLFIN 2015-4 INDUSTRIAL OWNER, LLC,
a Delaware limited liability company

By: 

Name: Lewis D. Friedland

Title: Managing Director

TENANT:

WESTROCK CP, LLC,
f/k/a RockTenn CP, LLC
a Delaware corporation

By: 

John D. Stakel,
Senior Vice President



EXHIBIT A

Premises



105 Commerce Drive
Aston, PA