

Re: Miller Park
2745 - 2975 Miller Park North
Garland, Texas 75042

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**Amendment**”) has been executed as of (but not necessarily on) April 27, 2021, by **THE REALTY ASSOCIATES FUND XI PORTFOLIO, L.P.**, a Delaware limited partnership (“**Landlord**”), and **MULTI PACKAGING SOLUTIONS DALLAS, INC.**, a Delaware corporation (“**Tenant**”).

RECITALS:

A. Landlord and Tenant have heretofore entered into that certain Lease Agreement (the “**Original Lease**”) dated October 22, 2018, as amended and/or affected by Guaranty of Lease (the “**Guaranty**”) dated October 22, 2018 (the Original Lease, as so amended and/or affected, is hereinafter referred to as the “**Lease**”), pursuant to which Tenant leases approximately 69,000 RSF (the “**Premises**”) at 2745 Miller Park Road of the above-referenced building, as more particularly described in the Lease (the “**Building**”). Unless otherwise defined herein, capitalized words and phrases will have the same meanings as those set forth in the Lease.

B. Landlord and Tenant desire to execute this Amendment in order to evidence their agreement to (i) extend the Term; and (ii) make certain other amendments to the Lease, all as more particularly set forth in this Amendment.

AGREEMENTS:

Landlord and Tenant agree as follows:

1. **Term**. The Term is hereby extended through and including February 28, 2027.
2. **Base Rent**.

(a) **Base Rent**. As of January 1, 2022, the Base Rent due and payable by Tenant to Landlord under the Lease must be as follows:

Period/Lease Month	Premises RSF	Annual Per RSF	Monthly
1/1/22 - 2/28/23*	69,000	\$4.30	\$24,725.00
3/1/23 - 2/29/24	69,000	\$4.43	\$25,472.50
3/1/24 - 2/28/25	69,000	\$4.56	\$26,220.00
3/1/25 - 2/28/26	69,000	\$4.70	\$27,025.00
3/1/26 - 2/28/27	69,000	\$4.84	\$27,830.00

*Subject to Section 2(b) of this Amendment

(b) **Abatement of Base Rent.** The first 2 full monthly installments of Base Rent described in Section 2(a) above shall be abated (the “**Base Rent Abatement**”) and Tenant shall not be required to pay the Base Rent Abatement. Tenant shall pay all other Rent obligations accruing during such months. If an Event of Default by Tenant occurs under the Lease beyond any applicable period of notice and cure, any remaining Base Rent Abatement shall cease from the date of such Event of Default, and Tenant shall immediately pay to Landlord all Base Rent Abatement.

3. **AS IS; Refurbishment Work.**

(a) **AS IS.** Except as expressly set forth in this Amendment, Landlord is leasing the Premises to Tenant “as is” “where is” without any representation or warranty, either express or implied, and without any obligation to alter, remodel, improve, repair or decorate the Premises, or any part thereof.

(b) **Refurbishment Work.** Landlord shall perform the following work with Building standard materials and colors at Landlord’s expense (the “**Refurbishment Work**”): the work described and/or shown on **Exhibit A** (the “**Refurbishment Work Plans**”). Upon Landlord’s request from time to time, Tenant shall pay Landlord all increased costs of the Refurbishment Work resulting in any changes to the Refurbishment Work requested by Tenant and approved by Landlord. Landlord will endeavor to substantially complete the Refurbishment Work within 90 days of the full execution and delivery of this Amendment, subject to matters outside of Landlord’s control (e.g., availability of materials).

(c) **Performance of Refurbishment Work – Landlord.** The Refurbishment Work shall be performed only by contractors engaged by Landlord, and (i) Tenant acknowledges that Landlord’s contractors may construct the Refurbishment Work while Tenant occupies the Premises, that the construction of the Refurbishment Work may prevent Tenant from using all or part of the Premises from time to time and that the construction of the Refurbishment Work may create noise, dust and debris that will interfere with Tenant’s use of the Premises, (ii) Tenant acknowledges and agrees that it shall have no right to any abatement of rent or to recover any other damages from Landlord due to its inability to use all or portions of the Premises while the Refurbishment Work are being completed or due to interference with its business operations caused by such construction, (iii) Tenant shall cooperate with Landlord's contractors in completing the Refurbishment Work and Landlord's contractors are granted authority to enter the Premises to complete the Refurbishment Work, (iv) Landlord and Tenant shall coordinate the completion of the Refurbishment Work in order to minimize disruptions to Tenant’s business activities, but Landlord shall have no obligation to incur additional costs in order to minimize such disruptions, and (v) Tenant shall be solely responsible for moving its personal property (e.g., furniture, computers, telephone equipment, cabling, photocopy machines) from time to time, at Tenant's sole expense, to facilitate the completion of the Refurbishment Work, and Landlord and its contractors shall have no obligation to move any of Tenant's personal property.

4. **Extension Option.** The Extension Option contained in Section 2 of Exhibit F of the Original Lease is hereby reinstated; provided, however, such Extension Option is hereby amended as follows: the Primary Term is amended to be the Term that expires 62 months following the Extension Effective Date.

5. **Miscellaneous.**

(a) **Brokers.** Landlord and Tenant represent to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment except Holt Lunsford Commercial and CBRE, Inc. (collectively, "**Broker**"). Landlord will be responsible to pay the commission, if any, owed to Broker pursuant to the terms of a separate written agreement. Landlord and Tenant hereby indemnify each other from any claims, losses, damages (including attorneys' fees) resulting from a breach of the above representation.

(b) **Ratification.** The Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms.

(c) **No Default.** Each party represents to the other that such party is currently unaware of any default by the other party under the Lease.

(d) **Authority.** Each party represents to the other that such party has full power and authority to execute and deliver this Amendment and this Amendment represents a valid and binding obligation of such party enforceable in accordance with its terms.

(e) **No Outstanding Improvements or Allowances.** Tenant represents to Landlord that except as set forth in this Amendment (a) Landlord has completed all improvements to the Premises in compliance with all requirements in the Lease; and (b) all tenant finish costs or allowances payable by Landlord have been paid and no such costs or allowances are payable hereafter under the Lease.

(f) **No Offer.** The submission of this Amendment to Tenant must not be construed as an offer, nor will Tenant have any rights under this Amendment unless Landlord executes a copy of this Amendment and delivers it to Tenant.

(g) **Counterparts; Electronic Signatures.** This Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. Landlord and Tenant hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of the Lease (and any amendment to the Lease) and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of the Amendment had been delivered and been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of either party to the Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such

signatures, and (iv) hereby waive any defenses to the enforcement of the terms of the Lease based on the foregoing forms of signature. If the Lease (or any amendment to the Lease) has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("**E SIGN**"), and Uniform Electronic Transactions Act ("**UETA**"), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

(h) **Governing Document.** In the event the terms of the Lease conflict or are inconsistent with those of this Amendment, the terms of this Amendment will govern.

(i) **Further Amendments.** The Lease will be and hereby is further amended wherever necessary, even though not specifically referred to herein, in order to give effect to the terms of this Amendment.

(j) **Consent of Guarantor.** The undersigned Guarantor, by executing this Amendment, consents to and joins in this Amendment and declares and agrees that the Guaranty is and shall continue to be in full force and effect for the benefit of Landlord with respect to the obligations of Tenant under the Lease, as amended hereby, that there are no offsets, claims, counterclaims, crossclaims or defenses of Guarantor with respect to the Guaranty nor, to Guarantor's knowledge, with respect to the obligations of Tenant under the Lease, that the Guaranty is not released, diminished or impaired in any way by this Amendment or the transactions contemplated hereby, and that the Guaranty is hereby ratified and confirmed in all respects. Guarantor hereby reaffirms all the representations and warranties set forth in the Guaranty. Guarantor acknowledges that without this consent and reaffirmation, Landlord would not execute this Amendment or otherwise consent to its terms. This Amendment shall be binding and enforceable as between Landlord and Tenant regardless of whether Guarantor executes this Amendment.

[SIGNATURES ON FOLLOWING PAGES]

This Amendment has been executed as of (but not necessarily on) the date and year first above written.

LANDLORD:

**THE REALTY ASSOCIATES FUND XI
PORTFOLIO, L.P.,**
a Delaware limited partnership

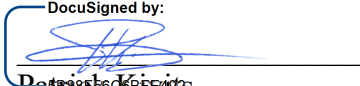
By: The Realty Associates Fund XI, L.P.,
a Delaware limited partnership,
its general partner

By: Realty Associates Fund XI, LLC,
a Delaware limited liability
company,
its general partner

By: _____
Officer

TENANT:

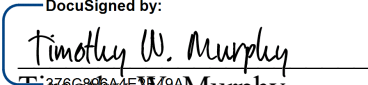
MULTI PACKAGING SOLUTIONS DALLAS, INC.,
a Delaware corporation

By: 
Patrick Kervin,
President
Date: 5/17, 2021

DS
HD

GUARANTOR:

WESTROCK COMPANY,
a Delaware corporation

By: 
Timothy W. Murphy,
Senior Vice President and Treasurer
Date: May 17, 2021

DS
HD

EXHIBIT A

REFURBISHMENT WORK PLANS

Base Bid: \$47,822.69
 + Guard Rails: \$9,519.51 (\$8,794.00 + tax)
 = \$60,209.31 (\$57,342.20 + 5% CM Fee)

Sunrise Commercial Services L.L.C.
 1517 W. Carrier Parkway, Suite 104
 Grand Prairie, TX 75050
 214-677-0454
 craig@sunrisecommercial.net

Estimate

ADDRESS

Josh Barns
 Holt Lunsford Commercial
 5950 Berkshire Lane, Suite
 #900
 Dallas, Tx 75225

ESTIMATE # 7595

DATE 03/09/2021

PROPERTY

2745 Miller Park

ACTIVITY	AMOUNT
PAINT: Prep and paint all interior office walls.	5,598.00T
FLOORING: Demo existing flooring, F & I new building standard, carpet, VCT and base.	9,274.00T
SITE WORK: Furniture moving.	1,850.00T
DRYWALL: straiten demise wall and repair damaged sheetrock, tape, bed and paint to match.	2,154.00T
SITE WORK: Install seals on back louvers.	1,750.00T
DOCK EQUIPMENT: Replace (2) dock levelers with electric levelers. (cost includes electrical)	17,974.00T
GENERAL CONDITIONS / FINAL CLEAN:	1,930.00T
OVERHEAD AND PROFIT:	3,648.00T
ALTERNATE: F&I guard rail length of demise wall, 18" high poles on 10' centers. Add- \$8,794.00 plus tax Add 3" x 4" angle steel length of demise wall. Add- \$4,782.00 plus tax	0.00T
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SUBTOTAL	44,178.00
TAX	3,644.69
TOTAL	\$47,822.69

Accepted By

Accepted Date