

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**Amendment**”) is made as of the 20 day of March, 2015, by and between **LIBERTY ILLINOIS, LP**, a Delaware limited partnership (“**Landlord**”), and **KAPSTONE PAPER AND PACKAGING CORPORATION**, a Delaware corporation (“**Tenant**”).

BACKGROUND:

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of September 28, 2012 (the “**Lease**”), with respect to certain Premises consisting of approximately 192,388 rentable square feet of space and commonly known as Suite A (the “**Original Premises**”) in Landlord’s Building at 2759 North Eola Road, Aurora, Illinois, all as more fully described in the Lease.

B. Landlord and Tenant desire to amend the Lease as hereinafter set forth.

AMENDMENT:

Now therefore, for good and valuable consideration, the receipt and legal sufficiency of which the parties acknowledge, the parties agree as follows:

1. Expansion of the Premises. Commencing on July 1, 2015 (the “**Expansion Space Commencement Date**”), the term “Premises” as defined in Section 1(a) of the Lease is hereby amended to include the additional space shown on attached **Exhibit A** consisting of approximately 130,474 rentable square feet (the “**Expansion Space**”). Accordingly, commencing on the Expansion Space Commencement Date, the Premises will contain a total of approximately 322,862 rentable square feet. Except as expressly provided in this Agreement, the Expansion Space will be leased on all of the terms and conditions of the Lease.

2. Expansion Space Minimum Annual Rent. Commencing on the Expansion Space Commencement Date, the Minimum Annual Rent for the Expansion Space will be as follows (the Minimum Annual Rent for the Original Premises will remain as set forth in Schedule 1(f) of the Lease):

Period	Expansion Space Minimum Annual Rent (Annualized)	Expansion Space Monthly Installment
July 1, 2015 – June 30, 2016*	\$547,990.80*	\$45,665.90*
July 1, 2016 – June 30, 2017	561,690.60	46,807.55
July 1, 2017 – June 30, 2018	575,732.88	47,977.74
July 1, 2018 – June 30, 2019	590,126.16	49,177.18
July 1, 2019 – June 30, 2020	604,879.32	50,406.61
July 1, 2020 – June 30, 2021	620,001.36	51,666.78

Period	Expansion Space Minimum Annual Rent (Annualized)	Expansion Space Monthly Installment
July 1, 2021 – June 30, 2022	635,501.40	52,958.45
July 1, 2022 – June 30, 2023	651,388.92	54,282.41
July 1, 2023 – June 30, 2024	667,673.64	55,639.47
July 1, 2024 – June 30, 2025	684,365.52	57,030.46
July 1, 2025 – June 30, 2026	701,474.64	58,456.22
July 1, 2026 – June 30, 2027	719,011.56	59,917.63
July 1, 2027 – June 30, 2028	736,986.84	61,415.57
July 1, 2028 – August 31, 2028	755,411.52	62,950.96

*The foregoing notwithstanding Minimum Annual Rent, but not Operating Expense payments, shall be abated on the Expansion Space for the months of July, August and September, 2015; provided, however, in the event that the Expansion Space is not delivered to Tenant on July 1, 2015, the Minimum Annual Rent will instead be abated for the first three months of Tenant's occupancy of the Expansion Space. Should this Amendment or Tenant's right to possess the Premises be terminated on account of a Tenant default, Landlord shall be entitled to recover from Tenant (in addition to all other rights and remedies available to Landlord) all abated Minimum Annual Rent. The Minimum Annual Rent abatement shall be disregarded for purposes of calculating any management fee based on a percentage of rental revenues (so that the management fee included in Operating Expenses is not reduced on account of the abatement in Minimum Annual Rent).

3. Tenant's Share. Effective as of the Expansion Space Commencement Date, Tenant's Share is hereby increased to 63.86%.

4. Early Access. The current tenant of the Expansion Space, Menlo Logistics, Inc., has agreed to surrender and vacate on or about April 30, 2015 that portion of the Expansion Space depicted on **Exhibit B** (the "**Early Access Space**"). Tenant and its Agents shall have the right, at Tenant's own risk, expense and responsibility, at all reasonable times from and after the surrender of the Early Access Space by Menlo Logistics, Inc. to enter the Early Access Space for the purpose of installing Tenant's trade fixtures and equipment, and otherwise preparing the Early Access Space for Tenant's use and occupancy; provided that (i) Tenant does not materially interfere with or materially delay the work to be performed by Landlord, (ii) Tenant uses contractors and workers compatible with the contractors and workers engaged by Landlord, and (iii) access shall be scheduled through and coordinated with Landlord or, at Landlord's request, Landlord's general contractor. In connection with any such access prior to the Expansion Space Commencement Date, Tenant shall abide by the terms and conditions of this Amendment including carrying the insurance specified by the Lease, as if the term of this Amendment had already commenced, except that Tenant shall have no obligation to pay Monthly Rent for this early-access period. Tenant shall not occupy the Early Access Space or commence business operations therein prior to the Expansion Space Commencement Date.

5. Leasehold Improvements. Subject to Landlord's Maintenance obligations under the Lease, Tenant accepts the Expansion Space in its "AS-IS" condition, without obligation on

the part of Landlord to provide any leasehold improvements or leasehold improvement allowance, except as follows: latent defects and Landlord will, at its expense, (i) construct a building standard demising wall and related improvements necessary and appropriate to demise the Expansion Space from the premises of the adjacent tenant, (ii) install T-5 lighting fixtures in the Expansion Space, (iii) construct a remote restroom, and (iv) repair the exit door on the north wall of the Expansion Space.

6. Additional Expansion Space. The “**Put Space**” means the approximately 1,800 rentable square feet depicted on attached **Exhibit C**. If Landlord’s lease of the adjacent space with Menlo Logistics, Inc. terminates, Landlord may, at any time thereafter, add the Put Space to the Premises for the balance of the Term (including any renewals or extensions thereof) by giving Tenant not less than 30 days’ prior written notice of Landlord’s election. Landlord shall be responsible, at Landlord’s expense, for demising the Put Space (but the Put Space shall otherwise be delivered to Tenant in “AS IS” condition). If the Put Space is so added to the Premises, (i) the per-square-foot Minimum Annual Rent for the Put Space shall be the same as the per-square-foot Minimum Annual Rent then payable with respect to the Expansion Space, and shall escalate by the same percentage (2.5%) and on the same escalation dates, as the rent escalations for the Expansion Space, (ii) Tenant’s Share shall be proportionally adjusted, and (iii) the Put Space shall otherwise be leased on all of the terms and conditions applicable to the remainder of the Premises (unless clearly inapplicable).

7. Extension Option Terms. Section (c) of the first paragraph of Section 30 of the Lease (entitled, “Extension Options”) is hereby amended and restated in its entirety as follows:

“(c) With respect to the Original Premises, the Minimum Annual Rent for the first Lease Year within each Extension Term shall be an amount equal to 102% of the scheduled Minimum Annual Rent in effect immediately prior to the expiration of the then current Term, and shall continue to escalate at 2% per Lease Year during each Extension Term; with respect to the Expansion Space, the Minimum Annual Rent for the first Lease Year within each Extension Term shall be an amount equal to 102.5% of the scheduled Minimum Annual Rent in effect immediately prior to the expiration of the then current Term, and shall escalate at 2.5% per Lease Year during each Extension Term.”

8. Tenant’s Authority. Tenant represents and warrants to Landlord that: (a) Tenant is duly formed, validly existing and in good standing under the laws of the state under which Tenant is organized, and qualified to do business in the state in which the Property is located, and (b) the person(s) signing this Amendment are duly authorized to execute and deliver this Amendment on behalf of Tenant.

9. Ratification. Except as expressly amended by this Amendment, all of the terms and conditions of the Lease remain unmodified and continue in full force and effect. The Lease, as hereby amended, is hereby ratified and affirmed in all respects. If anything contained in this Amendment conflicts with any terms of the Lease, the terms of this Amendment shall prevail.

10. Successors and Assigns. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and, subject to the provisions of [Section 18] of the Lease, their respective successors and assigns.

11. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but which, taken together, shall be one original agreement. Any counterpart of this Amendment may be executed and delivered by electronic transmission (including, without limitation, e-mail or by portable document format (pdf)) and shall have the same force and effect as an original.


12. Contingency. This Amendment, and Landlord's obligations hereunder, are subject to and contingent upon Landlord entering into a termination agreement with the existing tenant of the Expansion Space, Menlo Logistics, Inc., on terms acceptable to Landlord,

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first above written.

TENANT:

**KAPSTONE PAPER AND PACKAGING
CORPORATION**

By: 
Print Name: ANDREW K. TARBOX
Print Title: VP & CFO

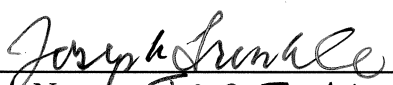
LANDLORD:

LIBERTY ILLINOIS, LP

**By: Liberty Illinois Venture, LLC,
Its Sole General Partner**

**By: Liberty Property Limited Partnership,
Its Sole Member**

**By: Liberty Property Trust,
Its Sole General Partner**

By: 
Print Name: Joseph Trinkle
Print Title: SVP, Regional Director

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[Signature Page to First Amendment to Lease]

EXHIBIT A

EXPANSION SPACE

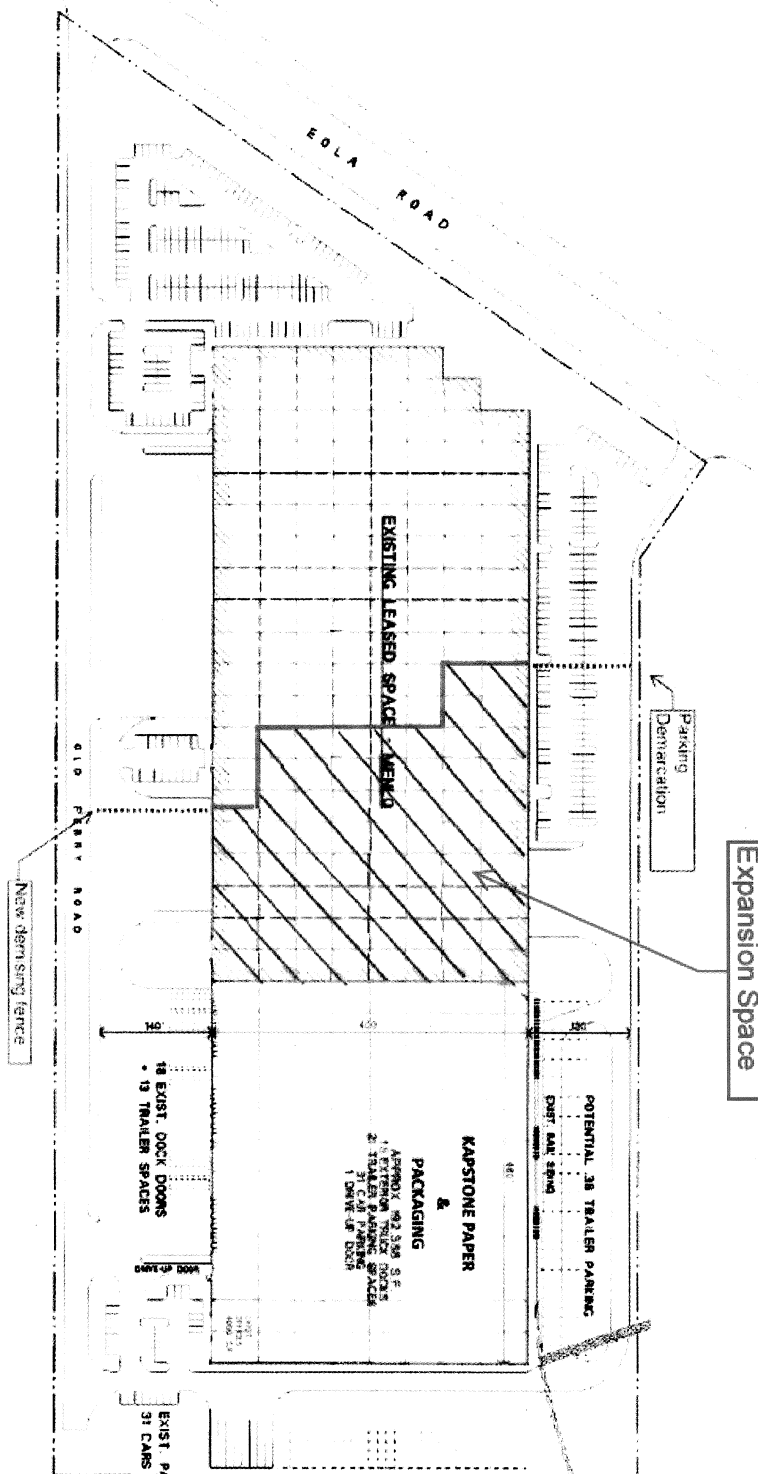


EXHIBIT B
EARLY ACCESS SPACE

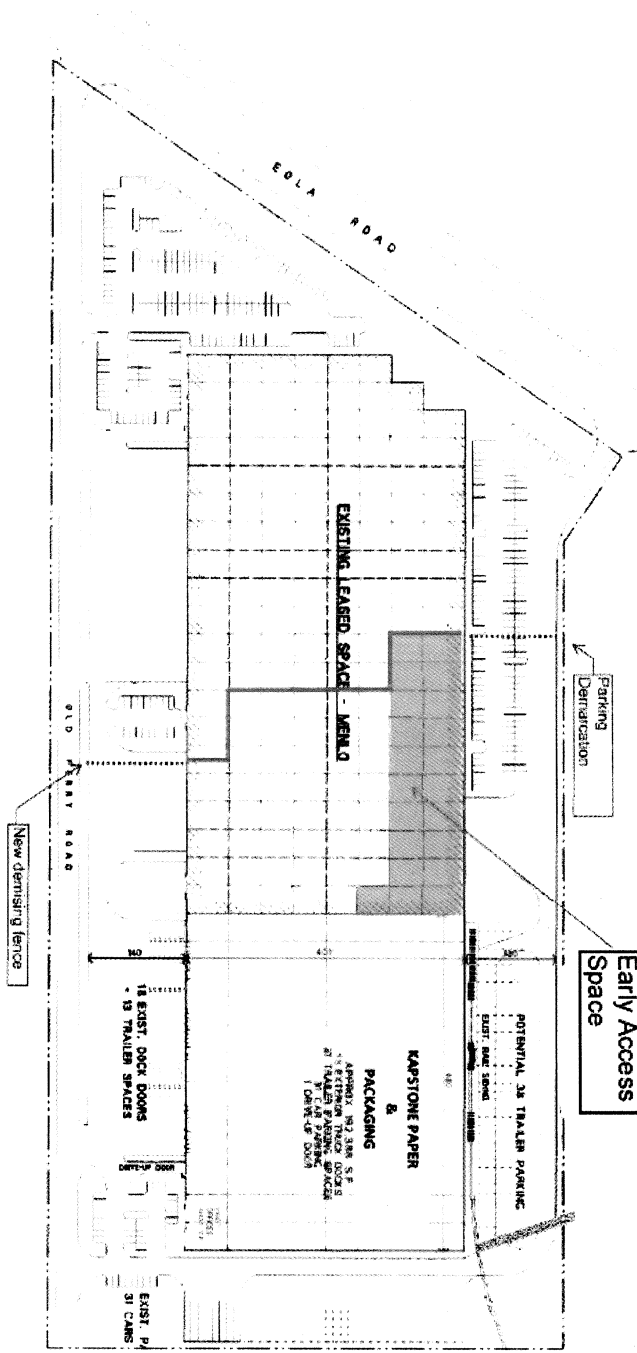


EXHIBIT C

PUT SPACE

