

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this “**Amendment**”) is made as of the 26th day of September, 2017, 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, as amended by First Amendment dated March 20, 2015 (the “**Lease**”), with respect to certain Premises consisting of approximately 322,862 rentable square feet of space in Landlord’s Building at 2759 North Eola Road, Aurora, Illinois, all as more fully described in the Lease.

B. The Expansion Space Minimum Annual Rent schedule set forth in Section 2 of the First Amendment should have run through the Expiration Date of the Lease (September 30, 2028), rather than August 31, 2028. The parties desire to correct the rent schedule.

AMENDMENT:

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

1. Correction. In the last row of the Expansion Space Minimum Annual Rent schedule set forth in Section 2 of the First Amendment, “August 31, 2028” is hereby revised to “September 30, 2028.” The parties further clarify and acknowledge that the Expiration Date of the initial Term of the Lease is September 30, 2028.

2. 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.

3. 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.


4. 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.

[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: Andrea K. Tanbo
Print Title: Executive Vice President and Chief Financial Officer

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: Michael T. Hagan
Print Title: Executive Vice President and
Chief Investment Officer

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