

## SECOND AMENDMENT TO 1033 OFFICE SPACE LEASE

THIS SECOND AMENDMENT TO 1033 OFFICE SPACE LEASE ("Amendment ") is made and entered into as of the 18<sup>th</sup> day of April, 2017, between CCII 1033 LLC, a Delaware limited liability company ("Landlord"), and KAPSTONE PAPER AND PACKAGING CORPORATION, a Delaware corporation ("Tenant").

### *Recitals*

- Landlord and Tenant are parties to that certain Office Space Lease (the "Original Lease") dated April 20, 2015, as amended by First Amendment To Office Space Lease dated as of August 14, 2015 (collectively, the "Lease").
- The Lease demises Suites 330, 340, and 250 (the "Premises"), consisting of approximately 10,470 rentable square feet ("RSF") as depicted in the Lease, in the Building located at 1033 Skokie Boulevard, Northbrook, Illinois, in the Project commonly known as Corporate Center of Northbrook.
- The current Expiration Date of the Lease Term is February 28, 2026.
- Landlord and Tenant desire to extend the Term and otherwise amend the Lease as provided herein.

### *Terms*

NOW, THEREFORE, in consideration of the mutual covenants contained herein (which by incorporation are deemed to include the foregoing Recitals as if fully restated below) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

1. **Definitions.** Unless the context otherwise requires, any capitalized term used herein shall have the meaning set forth in the Lease.

2. **Integration of Amendment and Lease.** This Amendment and the Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall, in all instances, control and prevail.

3. **Extension of Term.** The Lease Term is hereby extended for a period of one (1) year and ten (10) months (the "Extension Term"), commencing on March 1, 2026, and continuing to and including December 31, 2027 (the new "Expiration Date").

4. **Rent.**

a. Until the Extension Term, Tenant shall pay Base Net Rent on the Premises as set forth in the Lease.

b. During the Extension Term, Tenant shall pay Base Net Rent on the Premises as follows:

Period	Base Net Rent/RSF	Annual Base Net Rent	Monthly Base Net Rent
03/1/2026 – 08/31/2026	\$27.00	\$282,690.00	\$23,557.50
09/1/2026 – 08/31/2027	\$27.50	\$287,925.00	\$23,993.75

Period	Base Net Rent/RSF	Annual Base Net Rent	Monthly Base Net Rent
09/1/2027 – 12/31/2027	\$28.00	\$293,160.00	\$24,430.00

c. **Adjustment Rent.** At all times, Tenant shall continue to pay Adjustment Rent on the Premises, as set forth in the Lease.

5. **Broker.** Tenant represents to Landlord that Tenant has not dealt with any broker in connection with this Amendment other than Landlord's broker, Jones Lang LaSalle America (Illinois), L.P., and Tenant's broker, Colliers International (collectively, the "**Broker**"). Tenant agrees to indemnify, defend and hold Landlord and Landlord's agents harmless from all damages, liability and expense (including reasonable attorneys' fees) arising from any claims or demands of any brokers or finders, other than the Broker, for any commission alleged to be due such brokers or finders in connection with their participation in the negotiation with Tenant of this Amendment. Landlord agrees to pay Broker a commission in accordance with separate agreements between Landlord and Broker.

6. **Tenant Improvements.** Tenant accepts the Premises "As Is," "Where Is," with all faults. Tenant acknowledges that Landlord has completed and paid for all prior work and allowances required of Landlord under the Lease. Landlord is not required to perform, pay for, or provide Tenant with an allowance for, any work or improvements on the Premises. No agreement or promise of Landlord, the property manager, or their respective agents or employees to alter, remodel, decorate, or improve the Premises or Building (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises or Building, has been made to or relied upon by Tenant.

7. **Time of Essence.** Time is of the essence of this Amendment and each of its provisions.

8. **Options.**

a. Tenant's Conditional Termination Option, as set forth in Section 27 of the Original Lease, and as previously amended, is hereby deleted, terminated, canceled, null, void, and of no further force or effect.

b. Tenant's Renewal Option as set forth in Section 26 of the Original Lease, and as previously amended, shall remain in effect. The Renewal Term, if any, shall commence on January 1, 2028.

9. **Substitution of Other Premises.** Section 19 of the Lease is hereby deleted, terminated, canceled, null, void, and of no further force or effect.

10. **Counterparts.** This Amendment may be executed in counterparts with the same effect as if all parties executed the same document. All such counterparts shall constitute one agreement. Landlord shall have the unilateral right to insert the date of its execution as the date of this Amendment on page 1.

11. **OFAC and Anti-Money Laundering Compliance Certifications.** Tenant hereby reaffirms its OFAC representations, warranties, and indemnifications as set forth in Section 25Q of the Lease.


12. **Lease in Full Force and Effect.** Except as expressly provided herein, all of the terms and provisions of the Lease shall remain in full force and effect. Any liability of Landlord under the Lease and this Amendment shall be limited solely to its interest in the Building, and in no event shall any personal liability be asserted against Landlord in connection with the Lease or Amendment, nor shall any recourse be had to any other property or assets of Landlord.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment in manner sufficient to bind them as of the day and year first above written.

**LANDLORD**

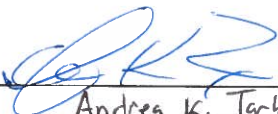
**CCII 1033 LLC**, a Delaware limited liability company

By: JONES LANG LASALLE AMERICAS  
(ILLINOIS), L. P., Property Manager and  
Authorized Agent

By:   
Name: Daniel F. Fernald  
Its: Executive Vice President

**TENANT**

**KAPSTONE PAPER AND PACKAGING  
CORPORATION**, a Delaware corporation

By:   
Name: Andrea K. Tarbox  
Its: Executive Vice President & CFO