

## TEMPORARY SPACE AGREEMENT

**THIS TEMPORARY SPACE AGREEMENT ("Agreement")** is made and entered into as of the 8th day of June, 2015, between **CCII 1033 LLC**, a Delaware limited liability company ("**Landlord**"), and **KAPSTONE PAPER AND PACKAGING CORPORATION**, a Delaware corporation ("**Tenant**").

- Landlord and Tenant are parties to a Lease dated April 20, 2015 (the "**Lease**"), pursuant to which Tenant is leasing Suites 330 and 340 (the "**Premises**") in the Building located at 1033 Skokie Boulevard, Northbrook, Illinois, in the Project commonly known as Corporate Center of Northbrook (II).
- Tenant wishes to occupy certain temporary space in the Building while Tenant is performing certain Tenant Work, as contemplated by the Lease, to make the Premises ready for occupancy. The parties wish, through this Agreement, to make the temporary space available to Tenant.

**NOW, THEREFORE**, in consideration of the parties' good-faith negotiation of the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Definitions.** Unless the context otherwise requires, any capitalized term used herein shall have the meaning set forth in the Lease
2. **Lease of Temporary Space.** On the earlier of (i) June 15, 2015, and (ii) the full execution of this Agreement, Tenant shall have the right to occupy Suite 250 in the Building, containing approximately 3,493 RSF (the "**Temporary Space**"). Tenant's right to occupy the Temporary Space under this Agreement shall expire seven (7) days after the Commencement Date pursuant to the Lease. Tenant shall accept the Temporary Space in its "AS IS," "WHERE IS" condition.
3. **Incorporation of Lease Obligations.** Upon Tenant's occupancy of the Temporary Space, all of Tenant's obligations under the Lease shall be in full force and effect as if the Temporary Space were the Premises thereunder (including without limitation Tenant's obligations with respect to insurance coverage, indemnification, and payment for electric usage), except that Tenant's gross Rent for the Temporary Space shall be \$5,000.00 per month, pro-rated for any partial month, with Tenant's payment for June, in the amount of \$2,666.67, being due upon execution of this Agreement.
4. **Condition, Access.** Nothing herein shall require Landlord to install any telecommunications cabling, equipment, furniture or furnishings in the Temporary Space, or to perform any work whatsoever to the Temporary Space, in connection with Tenant's occupancy. With Landlord's consent, Tenant may install telecommunications cabling, equipment, and furniture and furnishings in the Temporary Space, all of which shall be removed by Tenant when Tenant's right to occupy the Temporary Space expires. On the earlier of (i) June 8, 2015, and (ii) the full execution of this Agreement, Landlord shall deliver possession of the Temporary Space to Tenant so that Tenant may begin such installations, subject to Landlord's rules, regulations, and reasonable approval; during such possession, all of Tenant's obligations under ¶ 2 above shall be in full force and effect, except for Tenant's obligation to pay Rent on the Temporary Space.
5. **Holdover.** If Tenant fails to timely surrender the Temporary Space as required herein, Landlord shall be entitled to repossess the Temporary Space and, in addition, for each month or partial month between the expiration of Tenant's right to occupy the Temporary Space and Tenant's actual surrender of the Temporary Space, Tenant shall pay to Landlord holdover Rent on the Temporary Space in the amount of \$7,500.00 per month.



6. **Reserved.**

7. **No Broker.** Tenant represents to Landlord that it has not dealt with any broker in connection with this Amendment other than Landlord's broker, Jones Lang LaSalle America (Illinois), L.P. 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 other broker or other person for any commission or other compensation alleged to be due in connection with this Agreement.

8. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Landlord shall have the unilateral right to insert the date of this Agreement on page 1 hereof. Tenant and Landlord agree that delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in "portable document format" ("pdf") form or by any other electronic means, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature.


9. **Showing Space.** At all times, Landlord shall be free to negotiate with other prospective tenants for some or all of the Temporary Space; Landlord may show the Temporary Space to such prospects with reasonable advance notice to Tenant (which may be verbal or emailed).

10. **Damage, Moving.** Tenant shall repair any damage caused by Tenant or invitees to the Temporary Space and shall leave the Temporary Space in broom clean condition. Normal wear and tear is accepted and is exempt from the above and will not be considered as damage. Tenant shall be responsible for all of its costs associated with moving into and out of the Temporary Space.

The parties have executed this Agreement as of the date first above written.

**TENANT**


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

By:   
Name: Andrew Tarson  
Its: CEO

**LANDLORD**

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

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

By:   
Name: Brandon A. Ligons  
Its: Deputy Vice President

