

TEMPORARY SPACE AGREEMENT #2

THIS TEMPORARY SPACE AGREEMENT #2 ("Agreement") is made and entered into as of the 6th day of February, 2017, 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 (as amended, the "**Lease**"), pursuant to which Tenant is leasing Suites 250, 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. 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.** Immediately upon the full execution and delivery of this Agreement, and Tenant's delivery to Landlord of proof of insurance, Tenant shall have the right to occupy Suite 300 in the Building, containing approximately 1,936 RSF (the "**Temporary Space**"), as depicted on Exhibit A hereto. Tenant's right to occupy the Temporary Space under this Agreement shall expire on July 31, 2017; provided, however, that either party may terminate Tenant's right to occupy the Temporary Space as of either March 31, 2017, April 30, 2017, May 31, 2017, or June 30, 2017 by giving at least thirty (30) days' prior written notice to the other party. 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, payment for electric usage, and payment for service requests and after-hours HVAC), except that Tenant's gross Rent for the Temporary Space shall be **\$6,625.00** per month, pro-rated for any partial month. Tenant's payment of the prorated Rent for February 2017 (**\$236.60** per diem) shall be due upon Tenant's occupancy of the Temporary Space. Tenant's failure to pay any sum when due hereunder shall constitute an Event of Default under the Lease.

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, and subject to Landlord's rules and regulations, 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.

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 **\$9,937.50** per month.

6. **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.

7. **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. 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.

8. **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).

9. **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: Michael W. [unclear]

Its: VP. Finance

LANDLORD

CCII 1033 LLC, a Delaware limited liability company

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

By: 

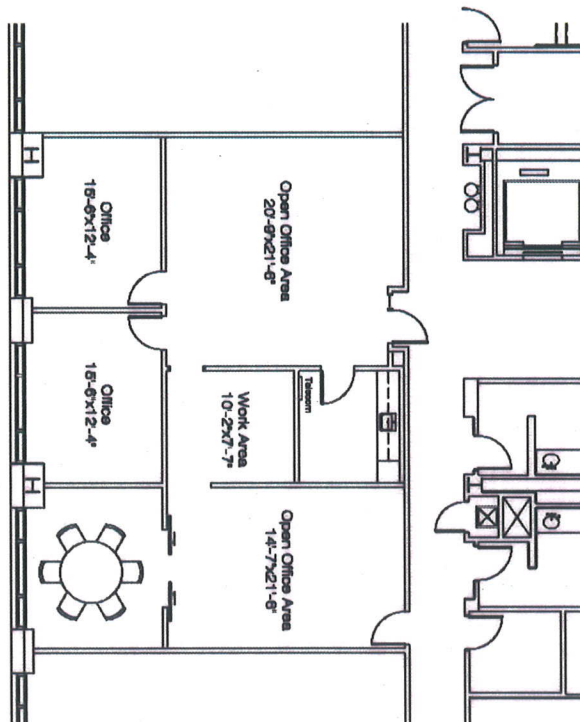
Name: Stephen [unclear]

Its: Senior Vice President

Exhibit A
Floor Plan Depicting Temporary Space

Corporate Center of Northbrook

1033 Skokie Boulevard, Northbrook, Illinois



North

Suite 300
1,936 RSF

