

AMENDMENT AND EXTENSION TO LEASE
(WestRock Site Group #4648)

This amendment and extension to lease (the "**Amendment**") is entered this 12th day of August, 2021 to be effective September 1, 2021, between JAMES CAMPBELL COMPANY LLC ("**Landlord**") and WESTROCK BOX ON DEMAND, LLC ("**Tenant**").

Recitals

WHEREAS, Landlord's predecessor, WR Railhead Road, LLC, as landlord, and Tenant's predecessor, Plymouth Packaging, Inc., as tenant, previously executed a lease dated October 24, 2013 (the "**Lease**"), for 145,560 square feet of floor area in a building located at 4675 Railhead Road, Fort Worth, Texas (the "**Premises**"), and

WHEREAS, the parties now desire to modify the terms of the Lease by this Amendment, which expands the size of the Premises, extends the term of the Lease, and sets Base Rent for the Extended Term;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant amend the Lease as follows:

I. IDENTITY OF PARTIES AND ADDRESSES FOR NOTICE

The parties agree that Landlord and Tenant are the current parties to the Lease, and section 1.01.M is amended to provide the following as the parties' addresses for notices:

Landlord:

James Campbell Company LLC
425 California Street, suite 500
San Francisco, California 94104-2205
(415) 291-5720 facsimile
attention: Executive Vice-President,
Real Estate Investment Management

Tenant:

WestRock Box on Demand, LLC
1000 Abernathy Road NE
Atlanta, GA 30328
ATTN: General Counsel (Re: Real Estate Site/MER)

With required copy (by email only, and which shall not independently constitute 'notice') to:

Real Estate Business
Bert Collins, Director of Real Estate and Facilities
(bert.collins@westrock.com)

Real Estate Legal
Matt Roehm, Senior Counsel
(matt.roehm@westrock.com)

Address for Rental and Other Payments:

James Campbell Company LLC
P.O. Box 83164
Chicago, Illinois 60691-0164

II. AMENDMENT TO SIZE OF PREMISES

Section 1.01.B is amended to provide that the rentable area of the Premises is 300,000 square feet, comprised of 145,560 square feet representing the **"Original Premises,"** and 154,440 square feet representing the **"Expansion Premises,"** as depicted on the attached Exhibit A.

Paragraph 1.01.C is amended to provide that Tenant's Proportionate Share is 70.03 percent.

III. TENANT IMPROVEMENTS

Exhibit B of the Lease, relating to tenant improvements, is hereby deleted in its entirety, and replaced with the Exhibit B attached to this Amendment.

IV. AMENDMENT TO TERM

Section 1.01.H is amended to provide that the Lease Term is extended by 98 months, commencing September 1, 2021.

V. AMENDMENT TO BASE RENT

Sections 1.01.D and E are deleted in their entirety. Section 1.01.E is replaced with the following, which sets forth the Monthly Rental Installment:

E. Monthly Rental Installment

	Original Premises 145,560			Expansion Premises 154,440 SF			Total	
		Annual	Monthly		Annual	Monthly	Annual	Monthly
8/2021-9/2021	\$3.45	\$502,182.00	\$41,848.50	\$0.00	\$0.00	\$0.00	\$502,182.00	\$41,848.50
10/2021-6/2022	\$3.45	\$502,182.00	\$41,848.50	\$4.10	\$633,204.00	\$52,767.00	\$1,135,386.00	\$94,615.50
7/2022-9/2022	\$3.50	\$509,460.00	\$42,455.00	\$4.10	\$633,204.00	\$52,767.00	\$1,142,664.00	\$95,222.00
10/2022-6/2023	\$3.50	\$509,460.00	\$42,455.00	\$4.22	\$651,736.80	\$54,311.40	\$1,161,196.80	\$96,766.40
7/2023-9/2023	\$3.55	\$516,738.00	\$43,061.50	\$4.22	\$651,736.80	\$54,311.40	\$1,168,474.80	\$97,372.90
10/2023-6/2024	\$3.55	\$516,738.00	\$43,061.50	\$4.35	\$671,814.00	\$55,984.50	\$1,188,552.00	\$99,046.00
7/2024-9/2024	\$4.35	\$633,186.00	\$52,765.50	\$4.35	\$671,814.00	\$55,984.50	\$1,305,000.00	\$108,750.00
10/2024-9/2025	\$4.48	\$652,108.80	\$54,342.40	\$4.48	\$691,891.20	\$57,657.60	\$1,344,000.00	\$108,750.00
10/2025-9/2026	\$4.61	\$671,031.60	\$55,919.30	\$4.61	\$711,968.40	\$59,330.70	\$1,383,000.00	\$115,250.00
10/2026-9/2027	\$4.75	\$691,410.00	\$57,617.50	\$4.75	\$733,590.00	\$61,132.50	\$1,425,000.00	\$118,750.00
10/2027-9/2028	\$4.89	\$711,788.40	\$59,315.70	\$4.89	\$755,211.60	\$62,934.30	\$1,467,000.00	\$122,250.00
10/2028-9/2029	\$5.04	\$733,622.40	\$61,135.20	\$5.04	\$778,377.60	\$64,864.80	\$1,512,000.00	\$126,000.00

VI. NON-CONTROLLABLE EXPENSES

The second sentence of section 3.02(e), dealing with non-controllable expenses, is hereby deleted, and replaced with the following:

The parties agree and acknowledge that the following are non-controllable expenses and shall not be subject to the foregoing cap: taxes, insurance, the utility rates charged by a third-party provider, management fees (only to the extent of increases due to Building rent increases), capital improvements required by laws not in place as of the Commencement Date, snow removal, items of routine but non-annual occurrence, such as parking lots sealcoating and striping, and any other costs not reasonably controllable by Landlord.

VII. INDEMNIFICATION

Sections 8.05 and 8.06 of the Lease are hereby deleted in their entirety, and replaced with the following:

Section 8.05 Indemnity.

Tenant shall indemnify, defend, protect, and hold harmless Landlord, its partners, subpartners, parent organization, affiliates, subsidiaries, and their respective officers, directors, legal representatives, successors, assigns, agents, servants, employees, and independent contractors, and each of them (collectively, **"Landlord Parties"**) from any and all loss, cost, damage, expense, and liability (including, without limitation, court costs and reasonable attorneys' fees) (collectively, **"Claims"**) incurred in connection with or arising from (a) any cause in or on the Premises or (b) any acts, omissions, or negligence of Tenant or of any person claiming by, through, or under Tenant, its partners, subpartners, parent organization, affiliates, subsidiaries, and their respective officers, directors, contractors, agents, servants, employees, invitees, guests, or licensees, and each of them (collectively, **"Tenant Parties"**) at the Premises; provided, however, that Tenant shall not be required to indemnify and hold Landlord harmless from any Claims for death or personal injury by any person, company, or entity resulting from the negligence or willful misconduct of the Landlord Parties.

Landlord shall indemnify, defend, protect, and hold harmless Tenant from any Claim resulting from injuries to persons caused by Landlord's breach of this Lease, or the gross negligence or willful misconduct of Landlord.

Tenant's agreement to indemnify and hold Landlord harmless, and Landlord's agreement to indemnify and hold Tenant harmless, are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Landlord or Tenant, respectively, pursuant to this Lease to the extent such policies cover the results of such acts, omissions, or willful misconduct. The

provisions of this section shall survive the expiration or sooner termination of this Lease. The Indemnified Parties need not first pay any Damages to be indemnified hereunder. This indemnity is intended to apply to the fullest extent permitted by applicable law. Notwithstanding the foregoing, Landlord shall have no obligation to compensate Tenant for consequential damages (including lost profits). The provisions of this Section 8.05 shall not apply to environmental matters, which are covered exclusively under article 15 of the Lease.

Section 8.06 Exemption of Landlord from Liability.

Except as provided in Section 8.05, Tenant hereby agrees that Landlord Parties shall not be liable for injury to Tenant's business or any loss of income or for loss of or damage to the merchandise, tenant improvements, fixtures, furniture, equipment, computers, files, automobiles, or other property of Tenant, Tenant's employees, agents, contractors, or invitees, or any other person in or about the Premises, nor shall Landlord Parties be liable for injury to the person of Tenant, Tenant's employees, agents, contractors, or invitees, whether such damage or injury is caused by or results from any cause whatsoever including, but not limited to, theft, criminal activity at the Premises, negligent security measures, bombings or bomb scares, acts of terrorism, Hazardous Substances, fire, steam, electricity, gas, water or rain, flooding, breakage of pipes, sprinklers, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises, or from other sources or places, or from new construction or the repair, alteration, or improvement of any part of the Premises, and regardless of whether the cause of the damage or injury arises out of the active negligence, passive negligence, or intentional acts of Landlord Parties. Except as provided in Section 8.05, Landlord shall not be liable for any damages arising from any act or neglect of any employees, agents, contractors, or invitees of any other tenant, occupant or user of the Premises. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to Tenant's property or business or injury to

persons in, upon or about the Premises arising from any cause, including the active or passive negligence of Landlord Parties, and Tenant hereby waives all such claims against Landlord Parties.

VIII. LENDER DELETION

The last paragraph in article 12, relating to Wells Fargo Bank, N.A., is hereby deleted in its entirety.

IX. RENT/NON-PAYMENT NOTICE

Paragraph 13.01(a) is hereby deleted in its entirety, and replaced with the following:

(a) Tenant fails to pay any Monthly Rental Installment or Additional Rent within five days after notice that the same is due; provided, however, that Landlord shall only be obligated to send notice of non-payment once within any 12-month calendar period, and, thereafter, Tenant will be in default if it fails to pay any such sum when due.

X. PREMISES CONDITION

Subject to the attached Exhibit B regarding Tenant Improvements to be made upon the Original Premises and the Expansion Premises, Tenant accepts the combined Premises on an "AS IS" basis, subject to Landlord's continuing maintenance and repair obligations contained within section 7.02 of the Lease; provided, however, that Landlord warrants that as of September 1, 2021, (i) the Expansion Premises will be free and clear of Hazardous Substances and in compliance with applicable law, and (ii) all dock equipment and building systems serving the Expansion Premises will be in good working order and free of defects.

XI. OPTION TO EXTEND TERM

The parties acknowledge that Tenant's right to extend the Term of the Lease for two additional terms of five years each, as contained within Exhibit D

to the Lease, remains in effect; provided, however, that Exhibit D attached to the Lease is deleted in its entirety, and replaced with the Exhibit D attached to this Amendment.

XII. BROKERS

Section 1.01.K is amended to provide that the brokers are CBRE, Inc., representing Landlord, and Colliers, representing Tenant. The brokers shall be paid a commission by Landlord as agreed and governed by a separate written agreement.

XIII. PHASE I

Landlord acknowledges that Tenant has requested a review of an updated Phase I of the Premises. Landlord will endeavor to deliver one within 15 days of this Amendment's execution; nevertheless, the parties agree to proceed with execution of this Amendment and its terms relating to the Lease and the Premises.

If, for whatever reason, 1) Landlord is unable to provide the updated Phase I prior to September 1, 2021, or 2) the results of the Phase I are reasonably unsatisfactory to Tenant, then, upon either of said conditions, Tenant may elect to promptly terminate this Amendment by written notice delivered to Landlord. Due to this contingency clause, upon receipt, review, and acceptance of the Phase I, Tenant will timely send written notice of its acceptance to Landlord.

XIV. RATIFICATION

Defined terms within this Amendment shall have the meanings ascribed to such terms within the Lease. Except as otherwise specifically amended by this Amendment, the terms and provisions contained within this Amendment shall in no manner impair, limit, restrict, or otherwise affect the obligations of the parties as contained within the Lease. Except as otherwise specifically amended by this Amendment, the parties agree that the rights of the parties shall in all matters be controlled by the terms of the Lease. Except as expressly modified by this Amendment, the Lease is hereby ratified and approved. After execution of this Amendment, the term "Lease" is defined to mean the Lease and this Amendment.

XV. FACSIMILE OR ELECTRONIC EXECUTION

The parties agree that execution of this Amendment by any party may be accomplished by facsimile or electronic execution, which shall be binding for all intents and purposes. Further, this Amendment may be executed in one or more signature page counterparts, each of which when combined with the remainder of this Amendment shall constitute one and the same agreement.

XVI. ADDITIONAL TERMS

Notwithstanding anything to the contrary in the Lease, the following additional terms shall apply and govern:

- XVI.1 Electronic Payments. All payments may be made by ACH or other electronic means, and the parties agree to cooperate in setting up any electronic payment methods.
- XVI.2 OpEx and Other Cost Reimbursements. See Lease Section 3.02.
- XVI.3 Affiliate Exception. See Lease Sections 11.01 and 11.02.
- XVI.4 Consequential Damage Waiver/Mutual Damage Limitations. Notwithstanding any provision of the Lease to the contrary, whenever one party is required to pay damages incurred by the other party in connection with a violation of the terms of the Lease, damages shall be limited to actual, direct damages incurred by the party seeking recovery, and damages shall expressly exclude consequential, punitive, or special damages, except as the same relates to hold over in the Premises by Tenant, or environmental matters as provided herein. Further, any cost reimbursements shall be limited to the actual, reasonable costs incurred by the other party. Each party will use commercially reasonable efforts to mitigate its damages.
- XVI.5 Distress, Distraint, or Landlord's Lien. Landlord waives any right it may have under applicable law or the Lease for distress, distraint, or landlord's lien on Tenant's property.
- XVI.6 Brokers. See Section XII above.
- XVI.7 Mutual Waiver of Insurance Subrogation. See Lease Section 8.03.
- XVI.8 No Continuous Occupancy. Nothing in this Lease shall not be interpreted as requiring Tenant to continuously occupy the

Premises, and Tenant may elect to vacate the Premises at any time so long as it continues to comply with its Lease obligations (including rent payment and maintenance obligations).

- XVI.9 Notice Address. See Section I above.
- XVI.10 No Financials. So long as Tenant is publicly traded or is the subsidiary of a publicly traded entity, Tenant shall have no obligation to provide any financials to Landlord or Landlord's lenders.
- XVI.11 Consent. Each party will not unreasonably withhold, delay, or condition any approval or consent to be given in connection with this Lease.
- XVI.12 No Relocation. Landlord shall not have the right to relocate the Premises.
- XVI.13 Solar and Renewables. At Tenant's sole expense, Tenant may install solar or other renewable energy systems anywhere on the Premises (including the roof above the Premises and any associated Tenant-exclusive parking area) upon Landlord's reasonable written approval of plans for same. Any such installations may be removed at any time by Tenant. Landlord may condition its approval on the use of Landlord's designated roofing contractor for any roofing penetrations needed (or sealing of penetrations after removal). In addition to any other repair or restoration obligations of Tenant, Tenant will be responsible for any increase in Landlord's repair or maintenance costs caused by such installations.
- XVI.14 Abatement/termination. Omitted/N/A.

LANDLORD:

JAMES CAMPBELL COMPANY LLC

by: Dan H. Stak
its: Derine Holsey Streeter
Executive Vice President, REIM

approved as to form

by: [Signature]
its: David L. Robinson
Vice President, Regional Manager
dated: 8/12/2021

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approved as to form

TENANT:

WESTROCK BOX ON DEMAND, LLC

DocuSigned by:

by: John Stakel
95A501CABF244B8

name: John Stakel

title: SVP Enterprise Logistics

dated: 8/12/2021

EXHIBIT C**INITIAL IMPROVEMENTS OF THE PREMISES
(TENANT IMPROVEMENTS BY TENANT)**Improvements at Tenant's Expense

(a) Alterations at Tenant's Expense/Allowance

\$463,320.00
(#3.00/SF)

Subject to Landlord's financial contribution to the cost in the manner of a tenant improvement allowance (the "**Allowance**") up to the sum of ~~\$617,760.00~~ for the Expansion Premises, and an additional \$72,780.00 for the Original Premises, Tenant shall accept the Premises in its present condition, "AS IS", without calling upon Landlord to make any expenditures or to perform any work whatsoever for the preparation of the Premises for Tenant's use (provided, however, the Expansion Premises shall be delivered to Tenant free and clear of Hazardous Substances and in compliance with applicable law). Tenant shall, at its sole expense, subject to the Allowance, make the necessary improvements, alterations, and installations (the "**Tenant Improvements**") in the Premises required for Tenant's business, using a contractor or contractors who have been approved in writing by Landlord, such approval not to be unreasonably withheld. Tenant shall comply at its sole expense with all present and future governmental requirements arising out of, in connection with, or necessitated by such Tenant Improvements.

The Allowance shall be used exclusively for actual construction within the Premises, architectural and engineer services, and permitting/construction fees.

(b) Approval of Plans

All Tenant Improvements shall be completed pursuant to working plans and specifications prepared by a duly registered architect employed by Tenant, with all mechanical, electrical, and plumbing systems appropriately designed and stamped by a registered engineer reasonably acceptable to Landlord, all at Tenant's sole expense. Any deficiency in design or construction shall be Tenant's sole responsibility, regardless of whether such plans and specifications were previously approved by Landlord. Approval by Landlord of any of Tenant's drawings, plans, and specifications prepared in connection with any Tenant Improvements within the Premises shall not constitute a representation or warranty by Landlord as to the adequacy or sufficiency of such drawings, plans, and specifications, or the improvements to which they relate, for any use, purpose, or condition. Any such approval by Landlord shall merely be the consent of Landlord as required pursuant to this subparagraph. Landlord has made no representations as to the condition of the Premises, or the Building, or the need for Tenant to remodel, repair, or decorate.

Prior to commencing the Tenant Improvements, Tenant shall submit plans and specifications for such Tenant Improvements to Landlord or its agent, for Landlord's written approval, which approval shall not unreasonably be withheld, and for which Landlord shall approve or disapprove within ten days after submission of said documents by Tenant to Landlord. Landlord's approval of said plans and specifications may be contingent upon the removal of any or all of the Tenant Improvements from the Premises, and restoration of the Premises to the condition existing prior to completion of the Tenant Improvements upon the expiration or earlier termination of the Lease. All Tenant Improvements to be performed and completed by Tenant shall be performed in strict accordance with the approved plans and specifications. Without Landlord's prior written consent, no Tenant Improvements shall be constructed, nor shall there be any deviation from the approved plans and specifications, for such Tenant Improvements.

Unless designated to be removed as discussed in the Lease, and excluding Tenant's trade fixtures, all Tenant Improvements (whether temporary or permanent in character, and including, but not limited to, all HVAC equipment and all other equipment that is in any

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manner connected to the Building's plumbing system, but excluding any removable equipment leased by Tenant (such as leased solar equipment)) made in or upon the Premises, either by Landlord or Tenant, shall become Landlord's property at the end of the Lease, and shall remain on the Premises, without compensation to Tenant. The parties acknowledge that the Allowance may not be utilized toward items which may be removed from the Building at the expiration of the Lease.

The parties agree that the approved plans for the Tenant Improvements, and the mutually-agreeable space plan, shall be created for bidding of the Tenant Improvements to three general contractors, to be reasonably approved by Landlord.

(c) Permits

Tenant, at its sole cost and expense, shall file all drawings, plans, and specifications, pay all fees, and obtain all permits and applications from the local building department, the department of labor, and other competent governmental authorities, and shall also obtain a certificate of occupancy (or equivalent) and such other approvals, all as may be required to enable Tenant to lawfully operate within the Premises. Tenant shall promptly furnish to Landlord true and correct photocopies of all Building-related certificates and approvals required by the applicable governmental authorities for the Premises. Landlord shall sign all applications requiring the owner's signature. No work shall be started, or equipment installed, until all such necessary consents, authorizations, and licenses shall have first been duly obtained by the Tenant, its contractor, or other persons performing Tenant Improvements or installing equipment in the Premises on Tenant's behalf.

(d) Performance of Work

On or before December 31, 2022, Tenant shall, at its sole cost and expense, subject to the Allowance, substantially complete all work required of it pursuant to the Landlord-approved plans and specifications. Tenant will be permitted to enter the Premises for the purpose of performing its obligations to build the Tenant Improvements, and for the purpose of installing its fixtures and other equipment, provided (a) Tenant shall have obtained Landlord's written approval of the plans and specifications for said Tenant Improvements, and (b) Tenant shall have deposited with Landlord the policies or certificates of insurance required below. Tenant's activities shall be conducted so as not to unreasonably interfere with Landlord's activities. Tenant shall, at its sole expense, promptly remove from the Premises and from the Building all trash which may accumulate during Tenant's construction of the Tenant Improvements. During such construction, Tenant shall perform all duties and obligations imposed by this Lease, including, but not limited to, those provisions relating to insurance and indemnification, saving and excepting only the obligation to pay rent, which obligation shall commence on the Commencement Date. All work described in this paragraph shall be performed only by contractors and subcontractors approved in writing by Landlord. All such work shall be performed in accordance with all legal requirements, and in a good and workmanlike manner, so as not to damage the Premises, the primary structure or structural qualities of the Building, or plumbing, electrical lines, or other utility transmission facility. All such work which may affect the HVAC, electrical system, or plumbing must be performed by workers duly licensed and skilled in their profession and trades. All materials shall be new, and both workmanship and materials shall be of first-class quality.

(e) Mechanics' Liens

Tenant shall not permit any mechanics' or materialmen's liens to be filed against the Premises or the Building for any work performed, materials furnished, or obligation incurred by or at the request of Tenant. If such a lien is filed, Tenant shall, within 30 days after Tenant has knowledge of such filing, or within 30 days after Landlord has delivered notice of the filing

to Tenant, whichever comes first, either pay the amount of the claim or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim without inquiry as to the validity of said claim, and any amount so paid, including expenses and interest, shall at Landlord's option either be deducted from the Allowance or paid to Landlord within ten days after Landlord has delivered to Tenant an invoice for such amount.

(f) Insurance

Tenant shall require any contractor and subcontractor who is to perform Tenant Improvements on the Premises to procure and keep in force at said contractor's expense during such time as work is being performed on the Premises: comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement, and contractor's protective liability coverage to afford protection to the limit, per occurrence, of not less than the combined single limit of \$2,000,000.00 with respect to death, personal injury, and property damage. All insurance required by the terms of this Lease shall be maintained with an insurance company authorized to do business in Texas, and which is reasonably satisfactory to Landlord. Tenant will cause Tenant's contractors to deposit the policy or policies of such insurance or certificates of insurance with Landlord prior to commencing any such work, which policies shall name Landlord or its designee as an additional named insured, and shall also contain a provision stating that such policy or policies shall not be cancelled except after 30 days' written notice to Landlord. Such policy or policies shall include a waiver of subrogation in favor of Landlord.

(g) Indemnification

All work with regard to the Tenant Improvements, including work done at the Premises or at the Building, shall be at the sole risk of Tenant, and Tenant shall indemnify and hold Landlord, its trustees, agents, beneficiaries, and employees, harmless from and against all liability, claims, judgments, or demands, including attorneys' fees (collectively, the "Liability") arising directly or indirectly from the obligations undertaken by Tenant with regard to the Tenant Improvements. This indemnity shall include, but not be limited to, any and all Liability attributable to any bodily injury, sickness, disease, or death of any person, including Tenant or any contractors, employees, agents, subcontractors, or independent contractors, or to any injury, damage, or destruction of or to any tangible property, including the loss of use resulting from such injury, damage, or destruction; excepting, however, any Liability to any person or property occasioned or resulting solely from the willful injury of such person or property by Landlord. The parties hereby expressly agree to this allocation of risk, and represent that this allocation of risk is a material inducement for Landlord to enter this Lease. Tenant shall, upon demand by Landlord, defend any actions or proceedings brought against Landlord with respect to the matters and items indemnified against in this paragraph, through counsel fully satisfactory to Landlord provided, however, that Landlord shall have the right to conduct any such defenses at Tenant's sole cost and expense, if Landlord chooses to so do.

(h) Records

Tenant shall keep, maintain, and operate full, true, and accurate books of account and full, true, and complete records with respect to the Tenant Improvements. Landlord and its representatives shall have full access to such books and records at all times during regular business hours, and may examine and audit them. Tenant shall furnish Landlord all statements, information, vouchers, invoices, and supporting data it reasonably requires with respect to the Tenant Improvements.

(i) Inspections

Landlord may place its supervisory personnel and representatives on the job during the course of construction, at Landlord's expense, for the purpose of making inspections and ensuring that Tenant and Tenant's contractors, suppliers, and materialmen comply with these requirements. Notwithstanding the foregoing enumeration of restrictions and conditions, Landlord may at any time during the course of the work on the Tenant Improvements impose such other restrictions, rules, and conditions as may be reasonably necessary to ensure the proper completion of the work.

In connection with its review of drawings, plans, and specifications in connection with the Tenant Improvements, and in connection with Landlord's supervision of the Tenant Improvements, Landlord shall be paid a construction management fee equal to Landlord's actual costs incurred in connection with reviewing plans, monitoring construction, and processing reimbursement of the Allowance, up to a maximum amount of three percent of the total cost of construction of the Tenant Improvements, such fee being chargeable against the Allowance.

(j) Consent

Nothing contained within this paragraph shall imply any consent or agreement by the Landlord to subject Landlord's ownership to liability under any mechanics', materialmen's, or other lien law.

(k) Americans with Disabilities Act/Texas Architectural Barriers Act

Tenant shall be responsible for all costs and expense necessary to ensure compliance of the Tenant Improvements with the United States Americans with Disabilities Act and the Texas Architectural Barriers Act. Nothing in this subparagraph shall be interpreted as requiring Tenant to perform improvements in the common areas outside of the Premises, unless such improvements are for Tenant's exclusive use.

(l) Payment of Allowance

Landlord shall promptly remit to Tenant the Allowance when all of the following have occurred:

1. the Tenant Improvements have been completed, Tenant has taken occupancy of the Premises, and the Commencement Date has occurred; and
2. Tenant has submitted the following to Landlord:
 - (i) Tenant's written statement to Landlord that the Tenant Improvements have been completed to Tenant's satisfaction;
 - (ii) true and correct photocopies of all contractors' invoices, with evidence of payment of same;
 - (iii) a true and correct photocopy of the certificate of occupancy or final approval issued by the appropriate municipal jurisdiction;
 - (iv) a full and final lien release executed by Tenant's contractors; and
 - (v) one set of "as built" drawings.

APPROVED AS TO FORM:

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INITIALED:

JONES HASSETT, PC
440 North Center
Arlington, Texas 76011


LANDLORD^{DS}
TENANT 

EXHIBIT D

OPTION TO EXTEND TERM

This exhibit is attached to and made a part of that lease dated October 24, 2013, as assumed by JAMES CAMPBELL COMPANY LLC ("**Landlord**") and WESTROCK BOX ON DEMAND, LLC ("**Tenant**"), as amended by the Amendment dated Aug. 12, 2021, covering the property commonly known as 4675 Railhead Road, Fort Worth, Texas (the "**Premises**").

I. OPTIONS TO EXTEND TERM

Landlord hereby grants to Tenant two option (the "**Options**") to extend the Term for additional terms of five years each (the "**Extensions**"), on the same terms, conditions, and covenants set forth in the Lease, except as provided below. Each Option shall be exercised only by written notice delivered by Tenant to Landlord at least no earlier than 12 months and no later than nine months prior to expiration of the Term, or the preceding Extension of the Term. If Tenant 1) fails to deliver to Landlord written notice of the exercise of an Option within the prescribed time period, or 2) if the parties are unable to agree and execute a lease amendment at least 30 days prior to expiration of the Term, such Option, and any succeeding Options, shall lapse, and there shall be no further right of Tenant to extend the Term. Each Option shall be exercisable by Tenant only upon the express conditions precedent that, at the time of the exercise, and at all times prior to the commencement of such Extension(s), 1) Tenant shall not be in default under any of the provisions of the Lease, and 2) the Lease shall be in full force and effect. The foregoing Option(s) are personal to Tenant and may not be exercised by any assignee or subtenant of Tenant.

If Tenant properly executes its option to extend, Landlord and Tenant shall execute an amendment to the Lease (or, at Landlord's option, a new lease on the form then in use for the Building), reflecting the Extension's terms and conditions.

II. CALCULATION OF RENT

The rent during the Extension(s) shall be determined by one of the following methods, as indicated and agreed to by the parties to the Lease:

Fair Rental Value Adjustment

The Base Rent shall be adjusted on the first day of the particular Extension to the "Fair Rental Value of the Premises" (as defined below), determined in the following manner:


a. Landlord and Tenant shall endeavor in good faith upon Tenant's exercise of the Option to agree upon the Fair Rental Value of the Premises. If Landlord and Tenant have not been able to agree on the Fair Rental Value of the Premises within 30 days after Tenant's exercise of the Option, the Base Rent for the Extension shall be determined as follows: within 45 days following the exercise of the Option, Landlord and Tenant shall endeavor in good faith to agree upon a single appraiser. If Landlord and Tenant are unable to agree upon a single appraiser within said 45 day period, each shall then, by written notice to the other, within ten days after said 45 day period, appoint one appraiser. Within ten days after the two appraisers are appointed, the two appointed appraisers shall appoint a third appraiser. If either Landlord or Tenant fails to appoint its respective appraiser within the prescribed time period, the single appraiser appointed shall determine the Fair Rental Value of the Premises. If the two appointed appraisers fail to agree on the third appraiser, the third appraiser shall be appointed by the then-president of the North Texas Commercial Association of Realtors. Each party shall bear the cost of the appraiser appointed by it, and the parties shall share equally the cost of the third appraiser.

b. The term "**Fair Rental Value of the Premises**" shall mean the rent that a ready and willing tenant would pay, at the time of the commencement of the Extension, as monthly Base Rent to a ready and willing lessor of property comparable to the Premises, if such property were exposed for lease on the open market for a reasonable period of time, and taking into account all relevant factors such as market rent abatements or other concessions, as well as all of the purposes for which such property may be used (and not just the use proposed to be made of the property by Tenant). The Fair Rental Value of the Premises shall be the average of the two of the three appraisals which are closest in amount, and the third appraisal shall be disregarded. In no event shall the Base Rent be reduced by reason of such computation. If the Fair Rental Value of the Premises is not determined prior to the commencement of the Extension, then Tenant shall continue to pay to Landlord the Base Rent applicable to the Premises immediately prior to the Extension, until the Fair Rental Value of the Premises is determined, and when it is determined, Tenant shall pay to Landlord within ten days after receipt of written notice the difference between the Base Rent actually paid by Tenant to Landlord and the new Base Rent determined under this Exhibit D.

INITIALS:

approved as to form: ^{DS}

MR

Landlord: 

Tenant: ^{DS}

JS

JONES HASSETT, PC
440 North Center
Arlington, Texas 76011

Certificate Of Completion

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Senior Counsel

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Douglas.Biggs@colliers.com

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