

NINTH AMENDMENT TO LEASE

THIS NINTH AMENDMENT TO LEASE (this “Ninth Amendment”) is made as of the Effective Date (defined below), by and between **COLFIN 2015-4 INDUSTRIAL OWNER, LLC**, a Delaware limited liability company (“Landlord”), and **WESTROCK CP, LLC**, a Delaware limited liability company (“Tenant”).

BACKGROUND:

A. Landlord and Tenant are parties to that certain Standard Industrial Lease Agreement dated July 1, 2005 (the “Original Lease”), as amended by First Amendment to Industrial Lease Agreement dated February 8, 2005 (the “First Amendment”), Second Amendment to Industrial Lease Agreement dated February 1, 2008 (the “Second Amendment”), Third Amendment to Industrial Lease Agreement dated August 13, 2009 (the “Third Amendment”), Fourth Amendment to Industrial Lease Agreement dated December 13, 2010 (the “Fourth Amendment”), Fifth Amendment to Lease and Partial Termination Agreement dated March 15, 2013 (the “Fifth Amendment”), Sixth Amendment to Lease dated March 1, 2014 (the “Sixth Amendment”), Seventh Amendment to Industrial Lease Agreement dated February 20, 2015 (the “Seventh Amendment”) and Eighth Amendment to Lease dated March 10, 2016 (the “Eighth Amendment” and, together with the Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and the Eighth Amendment, collectively, the “Lease”), covering that certain premises (the “Premises”) containing approximately 90,128 rentable square feet and known as Suite 325, located in Landlord’s building (the “Building”) at 105 Commerce Dr, Aston, Pennsylvania 19014, as more fully described in the Lease.

B. Tenant desires to extend the Lease Term and Landlord has agreed to such extension, subject to the provisions of this Ninth Amendment. Accordingly, Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Lease, and intending to be legally bound, hereby agree that the Lease is amended as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.
2. The Lease Term is hereby extended for one (1) additional term of fifty-two (52) months (the “Extended Term”) commencing on April 1, 2021 and expiring at 11:59 P.M. local time on July 31, 2025. Tenant has no options or rights to extend or renew the Lease.
3. Tenant’s Base Rent obligation for the Premises during the Extended Term shall be as follows:

<u>Period</u>	<u>Monthly Base Rent</u>
4/1/21 – 3/31/22	\$41,308.67
4/1/22 – 3/31/23	\$42,547.93
4/1/23 – 3/31/24	\$43,824.36
4/1/24 – 3/31/25	\$45,139.10
4/1/25– 7/31/25	\$46,493.27

4. Tenant continues to accept the Premises in its “as is” “where is” condition and Landlord shall have no obligations in connection with this Ninth Amendment to improve or pay for improvements to the Premises for Tenant’s use and occupancy (other than Landlord’s repair and maintenance obligations expressly set forth under the Lease).

5. Tenant agrees that it has dealt with no brokers in connection with this Ninth Amendment, except for The Flynn Company and Colliers International (collectively, the “Brokers”). Landlord agrees to pay any commission due by Landlord to the Brokers pursuant to a separate agreement. Tenant agrees to indemnify and hold Landlord harmless from any and all claims for commissions or fees in connection with the Extended Term and this Ninth Amendment from any other real estate brokers or agents with whom Tenant may have dealt.

6. Except as expressly modified herein, the terms and conditions of the Lease shall remain unchanged and in full force and effect.

7. Tenant acknowledges and agrees that the Lease is in full force and effect and Tenant has no claims or offsets against Rent due or to become due hereunder.

8. This Ninth Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

9. This Ninth 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 Ninth 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.

10. Section 17.2 of the Original Lease is hereby deleted in its entirety and the following is substituted therefor:

“17.2. Affiliate Transfers. Notwithstanding subparagraph 17.1 above, without the prior written consent of Landlord (and without the payment of any review fee, costs, or any rent sharing with Landlord) Tenant may assign this Lease or sublet the Premises or any part thereof to: (i) any entity controlling Tenant, controlled by Tenant or under common control with Tenant (a “Tenant Affiliate”); and (ii) any successor to Tenant by merger or any purchaser of all or substantially all of the assets of Tenant as a going concern (a “Tenant Successor”), so long as any such Tenant Successor (or any parent company providing a commercially reasonable guaranty on behalf of such Tenant Successor, if such parent company elects in its sole discretion to provide such a guaranty) has the same or greater financial creditworthiness as Tenant as of the date of this Lease, as reasonably determined by Landlord. In the event of an assignment or a sublease to a Tenant Affiliate or Tenant Successor, Tenant must give Landlord (i) at least ten (10) days subsequent written notice thereof, (ii) in the case of an assignment or sublease, Tenant promptly delivers to Landlord a commercially reasonable assumption agreement (in the event of an assignment) or a commercially reasonable sublease agreement (in the event of a sublease), in each case, reasonably acceptable to Landlord and executed by Tenant and Tenant Affiliate or Tenant Successor, as the case may be, and (iii) a certificate of insurance evidencing compliance with the insurance requirements of Tenant under this Lease by Tenant Affiliate or Tenant Successor, as the case may be. In addition, in the event of an assignment or a sublease to a Tenant Successor, Tenant must furnish Landlord appropriate financial documentation concerning

such Tenant Successor (or parent to Tenant Successor, if elected) and execute and deliver to Landlord such financial credit information and instruments (including UCC-3 amendments) as Landlord may reasonably request with such respect to any such assignment or subletting.”

11. Section 17.3 of the Original Lease is hereby deleted in its entirety and the following is substituted therefor:

“17.3 Termination. The provisions of subparagraph 17.1 notwithstanding, if Tenant proposes to assign this Lease or sublet all or any part of the Premises for the remainder of the Term (other than to a Tenant Affiliate or Tenant Successor), then Landlord may terminate this Lease effective as of the date specified in Tenant’s notice for the commencement of the proposed assignment or sublease, and, from and after the effective date of such termination, Tenant shall be released from all obligations and liabilities thereafter arising or accruing under this Lease. Landlord must give Tenant prior written notice of Landlord’s decision to terminate this Lease on or before that date that is thirty (30) days after the date that Landlord receives Tenant’s written proposal to so assign or sublet for the remainder of the Term (along with all of the information required to be provided to Landlord under this Section 17).”

12. Section 17.7 of the Original Lease is hereby deleted in its entirety.

13. Notwithstanding anything contained to the contrary in the Lease: (i) in no event shall Landlord be liable to Tenant for any loss of business or profits of Tenant or for consequential, punitive or special damages of any kind; and (ii) in no event shall Tenant shall be liable to Landlord for any loss of business or profits of Landlord or for consequential, punitive or special damages of any kind, unless due to a holdover by Tenant or unless due to contamination of the Premises or the Property by Tenant or its agents, employees, representatives, contractors, licensees or invitees.

14. The last sentence of Section 30 of the Original Lease is hereby deleted in its entirety.

15. The first sentence of Section 33 of the Original Lease is hereby amended by adding the following at the end of such sentence: “, provided that any new rules and regulations established by Landlord do not materially and adversely modify either Tenant’s obligations or rights and/or Landlord’s duties under the terms of this Lease”.

16. Section 41(e) of the Original Lease is hereby amended by adding the following at the end of the paragraph: “, provided, however, if Tenant (or Tenant’s parent company with whom Tenant files consolidated financial statements) is a publicly traded entity, publicly available information of Tenant (or Tenant’s parent company with whom Tenant files consolidated financial statements) shall be sufficient”.

17. Prior to entering the Premises under Section 41(n) of the Original Lease, Landlord shall provide reasonable prior notification to Tenant, except in the event of an emergency (when no notice shall be required but shall be provided as soon as reasonably practicable under the circumstances).

18. Tenant’s Notice Address. The parties agree to update Tenant’s notice address to the address(es) shown on the signature page below.

IN WITNESS WHEREOF, Landlord and Tenant, intending to be legally bound, have executed this Ninth Amendment effective as of the last of the dates written below (the “Effective Date”).

LANDLORD:

COLFIN 2015-4 INDUSTRIAL OWNER, LLC

DocuSigned by:
By: James V. Maneri
FAB42F98FA8F40C...
Name: James V. Maneri
Title: Vice-President
Date: 2/11/2021

TENANT:

WESTROCK CP, LLC

DocuSigned by:
By: John D. Stakel
95A501CABF244B8...
Name: John D. Stakel
Title: Senior Vice President
Date: 2/5/2021

DS
MR

With updated address(es) for notices:

To Tenant:
WestRock CP, LLC
1000 Abernathy Road NE
Atlanta, GA 30328
ATTN: General Counsel (Re: Real Estate Site/MER)

With courtesy copy (by email only, and which shall not 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)