

THIRD AMENDMENT TO LEASE AGREEMENT

(WestRock Site Group #5809)

This Third Amendment to Lease Agreement (this "**Amendment**") is made and entered into as of November 15, 2023 (the "**Effective Date**"), by and between Commercenter #3 Limited Liability Company, a Delaware limited liability company ("**Landlord**"), and Victory Packaging, L.P., a Texas limited partnership ("**Tenant**").

RECITALS:

1. Landlord (as successor-in-interest to Commercenter #2 Limited Liability Company, a Colorado limited liability company) and Tenant entered into the Standard Industrial Real Estate Lease, dated December 1, 2014, as amended by the First Amendment to Lease, dated December 21, 2015, as amended by the Second Amendment to Lease Agreement, dated December 21, 2020 (collectively, the "**Lease**").
2. Pursuant to the Lease, Tenant currently leases from Landlord approximately 200,002 square feet of space within the building located at 19673 East 32nd Parkway, Aurora, Colorado commonly known as Majestic Commercenter Building #3, as more particularly set forth in the Lease (the "**Property**").
3. The parties desire to amend the Lease on the terms and conditions set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals; Terms.** The Recitals are an integral part of the agreement and understanding of Landlord and Tenant and are incorporated into this Amendment by this reference. All undefined terms when used herein shall have the same respective meanings as are given such terms in the Lease unless expressly provided otherwise in this Amendment. This Amendment is incorporated into and made a part of the Lease, and any and all references to the Lease hereafter include this Amendment.
2. **Extended Lease Term.** The Lease Term is currently scheduled to expire on April 30, 2024. The Lease Term is hereby extended for a period commencing on May 1, 2024 (the "**Extended Lease Commencement Date**") and shall expire on April 30, 2027 (the "**Extended Lease Expiration Date**"), unless sooner terminated under the terms of the Lease (the "**Extended Lease Term**").
3. **Base Rent.** Commencing as of the Extended Lease Commencement Date, Tenant will pay Landlord the monthly Base Rent due under the Lease, as follows:

<u>Lease Month</u>	<u>Monthly Installment of Base Rent</u>
May 1, 2024 – April 30, 2025	\$86,152.11 per month
May 1, 2025 – April 30, 2026	\$88,305.91 per month
May 1, 2026 – April 30, 2027	\$90,513.56 per month

4. **Extension Terms.** Tenant hereby acknowledges that Tenant does not have any remaining options to extend the Lease Term pursuant to the terms of the Lease.

5. **Tenant's Acceptance of the Property.** Landlord and Tenant acknowledge that Tenant has been occupying the Property pursuant to the Lease and Tenant shall continue to accept the Property in its presently existing, "as is" condition subject to Landlord's obligations as set forth in the Lease.

6. **Brokers.** The parties recognize that the only brokers involved in the negotiation of this Amendment are Majestic Realty Co., as Landlord's broker, and Cushman & Wakefield of Colorado, Inc. as Tenant's broker, and agree that Landlord shall be solely responsible for the payment of any brokerage commission to such brokers. Each party represents and warrants to the other that they have not dealt with any other broker in connection with the negotiation and consummation of this Amendment and they each know of no other real estate broker, agent or finder who is, or might be, entitled to a commission or compensation in connection with this Amendment. Each party agrees to indemnify and defend the other party against, and hold the other party harmless from, any and all claims, demands, losses, liabilities, damages, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any other real estate broker or agent.

7. **Attorney Fees.** If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Amendment, the prevailing party in such action shall be entitled to recover from the other party those attorneys' fees and other charges recoverable under the applicable provisions of the Lease. This Section shall survive the expiration or prior termination of the Lease and not be deemed merged with any judgment rendered on the Lease.

8. **No Other Modifications; Binding Effect.** Except as expressly provided in this Amendment, all provisions of the Lease remain in full force and effect, and Landlord and Tenant hereby ratify and confirm each and every provision thereof. In the event of any conflict between this Amendment and the Lease, this Amendment shall control. The provisions of this Amendment shall be binding upon and inure to the benefit of the heirs, representatives, successors and permitted assigns of the parties hereto.

9. **Authority.** The parties represent and warrant that they have the full right and requisite authority to bind the entity on whose behalf they are signing without the consent or approval of any other person or entity and that it has full power, capacity, authority, and legal right to execute and deliver this Amendment and to perform all of its obligations hereunder.

10. **Tenant Notice Address Update.** The parties agree to give Tenant notice to the address(es) shown on the signature page below.

10. **Counterparts.** This Amendment may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Amendment, and all such counterparts when appropriately delivered between the parties together shall constitute one and the same final Amendment. Either party may deliver its signature to the other via facsimile or electronic (PDF) transmission, and any signature so delivered shall be deemed to be effective as an original and binding on the delivering party.

[Remainder of page intentionally blank; signatures on following page]


IN WITNESS WHEREOF, the parties have entered into this Amendment as of the Effective Date.

LANDLORD:

COMMERCENTER #3 LIMITED LIABILITY COMPANY,
a Delaware limited liability company

By: Majestic Commercenter Buildings II,
a California general partnership
Its: Member

By: Majestic Realty Co.,
a California corporation
Its: Managing Partner

By: 
Name: EDWARD P. ROSKI, JR.
Title: President and Chairman of the Board

By:  
Name: RANDALL C. HERTEL
Title: Executive Vice President

[Signatures continue on following page]

TENANT:

Victory Packaging, L.P.,
a Texas Limited Partnership

DocuSigned by:
By: Mikal B. Haislip
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Name: Mikal B. Haislip

Title: SVP & Treasurer

Date: 11/2/2023

DS
MR

With updated address(es) for notices:

To Tenant:

Victory Packaging, L.P.
c/o WestRock Company
1000 Abernathy Road NE, Suite 125
Atlanta, GA 30328
ATTN: General Counsel (Re: Real Estate Site/Roehm)

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

Director of Real Estate and Facilities (realestate@westrock.com)

Matt Roehm, Associate General Counsel (matt.roehm@westrock.com)

[End of signatures]