

**SEVENTH AMENDMENT (“Amendment”)
TO
LEASE AGREEMENT
DATED: SEPTEMBER 09, 2004
(WestRock Site Group #2346)**

The Amendment is dated as of the Effective Date (defined below) and is attached to and constitutes a part of the Lease Agreement dated September 09, 2004 for Leased Premises located at 1605 Prosser Road, Building 4, Knoxville, TN 37914 (together with that certain Amendment To Lease Agreement dated as of September 30, 2009, that certain Amendment To Lease Agreement dated as of September 30, 2012, that certain Amendment To Lease Agreement dated as of January 1, 2016, and that certain Amendment To Lease Agreement dated as of June 15, 2016, and that certain Amendment To Lease Agreement dated as of June 28, 2019, and that certain Sixth Amendment to Lease Agreement last dated April 7, 2022, collectively, the “Lease”) and the parties agree to amend the Lease as follows:

Background Statement

The Lease is currently for 135,000 square feet of warehouse space in Building 4. Tenant also currently leases 25,000 square feet in Building 2 pursuant to a separate, month-to-month lease. Tenant desires to move from the 25,000 square foot space in Building 2 to a 45,000 square space also in Building 2 that Tenant expects to occupy for a period ending May 1, 2023, at which time Tenant desires to move to a 60,000 square foot space in Building 4, adjacent to the current “Premises” under the Lease, at which time Tenant shall vacate Building 2 and occupy all of Building 4. The spaces are approximately shown on **Exhibit A** attached.

- 1) **Addition and Modification of Premises**: Landlord and Tenant agree as follows:
 - a. On or before August _____, 2022, Tenant shall move from the 25,000 square foot space into the 45,000 square foot space in Building 2, at which time the month-to-month lease for the 25,000 square foot space shall terminate and the 45,000 square foot space shall be added to the “Premises” as referenced in the Lease.
 - b. On or about May 1, 2023, Tenant shall move from the 45,000 square foot space in Building 2 to the 60,000 square foot space in Building 4, at which time the 45,000 square foot space shall be deleted from the “Premises” and the 60,000 square foot space added to the “Premises” as referenced in the Lease.
- 2) **Rental amount**:
 - a. Once Tenant has moved to the 45,000 square foot space in Building 2, the “basic rental” for the 45,000 square feet shall be \$4.50 per square foot

annually for a total annual sum of \$202,500.00, payable \$16,875.00 per month. For each year thereafter, the “basic rental” rate shall increase by 2.5% per annum.

- b. Once Tenant has moved to the 60,000 square foot space in Building 4 , the “basic rental” for the 60,000 square feet in Building 4 shall be \$5.00 per square foot annually for a total annual sum of \$300,000.00, payable \$25,000.00 per month. For each year thereafter, the “basic rental” rate shall increase by 2.5% per annum.
- 3) **Term:** The Term of the Lease for the 60,000 square foot space shall begin on May 01, 2023, and end on June 30, 2027, unless the Term is sooner terminated as provided in the Lease.
 - 4) **Renewal Options:** The two (2), consecutive five (5) year Options to Extend the Lease at the then Fair Market Value, provided Tenant give Landlord written notice of its intention to exercise such options no less than nine (9) months prior to the expiration of the Lease, as set forth in the Sixth Amendment, shall also apply to the 60,000 square foot space but must be exercised concurrently with any exercise of options for the 135,000 square foot space.
 - 5) **Additional Terms.** Notwithstanding anything to the contrary in the Lease, the following additional terms shall apply and govern:
 - a. **Landlord’s Work / Delivery Condition for Building 2 and 4 spaces.** Landlord’s Work shall be limited to the delivery of each of the Premises:
 - i. with all building systems (including dock equipment, HVAC, and sprinkler, if applicable) in good working order,
 - ii. broom-clean and with all personal property of Landlord, prior tenants, or any other party removed,
 - iii. in compliance with applicable law (including laws relating to Hazardous Substances) as applicable to the Premises, which may include elements or zoning vested or ‘grandfathered’ under applicable law), and usable for general warehouse purposes. Landlord makes no representation or warranty as to Tenant’s specific use.
 - b. **Firewall Modifications.** Tenant may, at Tenant’s sole expense, modify the existing demising wall in Building 4 to provide not more than three (3) doors through the demising wall conditioned on: (i) submission of drawings for the work and Landlord’s approval prior to construction; (ii) installation of fire doors at each location; (iii) the firewall/demising wall remains structurally sound; and (iv) all work is in compliance with applicable codes or other legal requirements.

- c. Other Tenant Improvements. Tenant does not request any other tenant improvements. Any other alteration or improvement shall be governed by the terms of the Lease.
- d. Utilities. Once Tenant has moved to the 60,000 square foot space in Building 4, Tenant shall cause all utilities servicing Building 4 to be directly billed to Tenant.
- e. Brokers/Commissions. Landlord shall not be responsible for paying any brokerage fee or commission in connection with this Amendment or to Tenant's broker Colliers International (the "Broker"). Any fee or commission claimed by Broker shall be paid by Tenant. Except for the Broker, each party agrees to indemnify the other party against brokerage claims by any other party claiming to represent the indemnifying party.
- f. Ratification. All other terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Amendment.
- g. Counterparts. This Seventh Amendment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument; facsimile, electronic and PDF signature pages shall be treated as originals.

The parties have executed this Amendment effective as of the last of the dates written below (the "**Effective Date**").

LANDLORD:

TENANT:

MULLINS DC, LLC

WESTROCK CONVERTING, LLC,
f/k/a WestRock Converting Company

DocuSigned by:
By Jeffrey Duignan
Its Managing Member

DocuSigned by:
By John Stakel
John D. Stakel, Senior Vice President

Date: 10/27/2022

Date: 9/19/2022

With updated address(es) for notices to Tenant:

WestRock Converting, LLC
1000 Abernathy Road NE, Suite 125
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 (bert.collins@westrock.com)
Real Estate Legal
Matt Roehm (matt.roehm@westrock.com)

DS
MR

Exhibit A
BUILDING 2 AND BUILDING 4
[To be attached]