

FIRST AMENDMENT TO INDUSTRIAL BUILDING LEASE

This First Amendment to Industrial Building Lease (this "**Amendment**") is entered into the 6th day of January 2017 ("**Amendment Effective Date**"), by and between USRLP Douglas Hill, LLC, a Texas limited liability company ("**Landlord**"), and Victory Packaging, L.P., a Texas limited partnership ("**Tenant**").

WHEREAS, under that certain Industrial Building Lease dated November 22, 2016 (the "**Lease**"), Tenant leases approximately 190,009 Square Feet of space (the "**Premises**") situated in the Building located at 797 Douglas Hill Road, Lithia Springs, Douglas County, Georgia, as more particularly described in the Lease;

WHEREAS, Landlord and Tenant desire to amend the Lease in order to permit Tenant to occupy, and commence business operations in, a portion of the Premises prior to Substantial Completion of the Landlord Work.

NOW THEREFORE, in consideration of the rentals to be paid and the covenants and agreements to be kept and performed by both parties hereto, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Modifications to Lease. Landlord and Tenant agree that from and after the date of this Amendment, the Lease shall be modified as follows:

a. Basic Lease Provisions. Article I of the Lease is hereby amended to add the definitions of Temporary Premises and Temporary Premises Commencement Date, as follows:

"1.23 Temporary Premises. A portion of the Premises, consisting of approximately 34,655 Square Feet of space, as designated on Exhibit A-1 2017 attached hereto and made a part hereof."

"1.24 Temporary Premises Commencement Date. January 9, 2017"

b. Term. Notwithstanding anything in the Lease to the contrary, the Term shall be deemed to include the period between the Temporary Premises Commencement Date and the Commencement Date (the "**Early Operations Period**"). Tenant's use of the Temporary Premises during the Early Operations Period shall be subject to the terms and conditions of the Lease, including without limitation, the indemnification, insurance requirements and hold harmless agreements set forth in Article XVIII thereof; provided, however, that to the extent any such provisions are inconsistent with the terms of this Amendment, the terms of the Amendment shall control.

Temporary Premises Basic Rent. * the Monthly Basic Rent for the Temporary Premises during the Early Operations Period shall be \$10,454.26, payable in accordance with Article III of the Lease, and if the Early Operations Period begins on any day other than the first day of the month, then Basic Rent for such partial month shall be prorated, calculated on the number of days in such month.

*The three month Basic Rent Abatement Period set forth in the Lease is unaffected hereby and will be in effect following the Commencement Date, subject to the terms and conditions of the Lease.

c. Tenant's Proportionate Share; Additional Rent. Notwithstanding anything in the Lease to the contrary, during the Early Operations Period, Tenant's Proportionate Share of the Building is 10.06% and all items of Additional Rent payable by Tenant pursuant to the Lease that are calculated on a proportionate basis shall, during the Early Operations Period, be determined utilizing the foregoing percentage. The provisions of Section 4.6 of the Lease shall not apply to Additional Rent for Basic Costs attributable to the Temporary Premises.

d. Delivery of Temporary Premises. In an effort to accommodate Tenant's operational needs prior to Substantial Completion of the Landlord Work, Tenant has requested and Landlord has agreed to provide Tenant with the use of the Temporary Premises during the Early Operations Period. Landlord will deliver to Tenant the Temporary Premises on or before the Temporary Premises Commencement Date, on an "AS IS, WHERE IS" basis, subject to the terms and provisions of Article VI of the Lease, and Landlord shall have no obligation to refurbish or make any improvements or alterations of any nature in the Temporary Premises following the Amendment Effective Date or provide any improvement allowance with respect thereto; provided, however, that the foregoing shall not be deemed to relieve Landlord of its obligations with respect to the Landlord Work as set forth in Exhibit B-1 attached to the Lease. Tenant acknowledges that the Landlord Work will continue during the Early Operations Period and Tenant and its employees, agents and contractors shall not materially interfere with Landlord's performance of the Landlord Work. Any such interference shall be deemed a "Tenant Delay" for purposes of Exhibit B-1. Tenant shall be responsible for any licenses or permits required for Tenant to occupy and operate in the Temporary Premises. Notwithstanding anything in this Lease to the contrary, Tenant shall be prohibited from assigning or subleasing any or all of the Temporary Premises or any interest therein.

e. Early Possession. Landlord and Tenant agree that the provisions of Section 2.3 of the Lease shall remain in effect with respect to Tenant's early access rights to the Premises, except that with respect to the payment of Rent applicable to the Temporary Premises and Tenant's rights to operate therein during the Early Operations Period, the terms of this Amendment shall control.

2. Continued Effect. Except as otherwise provided in this Amendment, all other provisions of the Lease shall remain unmodified and in full force and effect. All initially capitalized, non-grammatical terms not defined herein shall be as defined pursuant to the terms of the Lease.
3. Counterclaims. There exist no offsets, counterclaims or defenses of Tenant under the Lease against Landlord, and there exists no events which would constitute a basis for such offsets, counterclaims, or defenses against Landlord upon the lapse of time or the giving of notice or both.
4. Brokerage. Except for Jones Lang LaSalle and Avison Young (collectively, "**Tenant's Broker**") and Seefried Industrial Properties ("**Landlord's Broker**"), Tenant and Landlord each agree to indemnify and hold the other harmless of and from any and all loss, costs, damages or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any broker or person claiming through the indemnifying party and arising out of or in connection with the negotiation, execution and delivery of this Amendment. Landlord and Tenant acknowledge and agree that any compensation to Tenant's Broker and Landlord's Broker will be made pursuant to the terms of a separate agreement with Landlord.
5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Amendment may be executed by a party's signature transmitted by facsimile or e-mail, and copies of this Amendment executed and delivered by means of faxed or e-mailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed or e-mailed signatures as if such signatures were originals. All parties hereto agree that a faxed or e-mailed signature page may be introduced into evidence in any proceeding arising out of or related to this Amendment as if it were an original signature page. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.


6. Entire Agreement; Amendments. The Lease, as amended by this Amendment, constitutes the entire agreement of Landlord and Tenant relating to the subject matter of the Lease, and it supersedes all other oral or written agreements relating thereto. No term of the Lease, as amended by this Amendment, may be modified, amended, waived, or discharged, in whole or in part, except by written agreement between Landlord and Tenant.

Signature Page Attached

EXECUTED as of the dates indicated below to be effective as of the date indicated above.


LANDLORD:

USRLP DOUGLAS HILL, LLC,
a Texas limited liability company

By: 
Name: STANLEY R. ALTERMAN
Title: Executive Managing Director
Date Executed: 1-6-17

TENANT:

VICTORY PACKAGING, L.P.,
a Texas limited partnership

By: 
Name: H. Benjamin Samuels
Title: Co- President
Date Executed: 1-6-17

Exhibits:
Exhibit A-1 2017

EXHIBIT A-1 2017

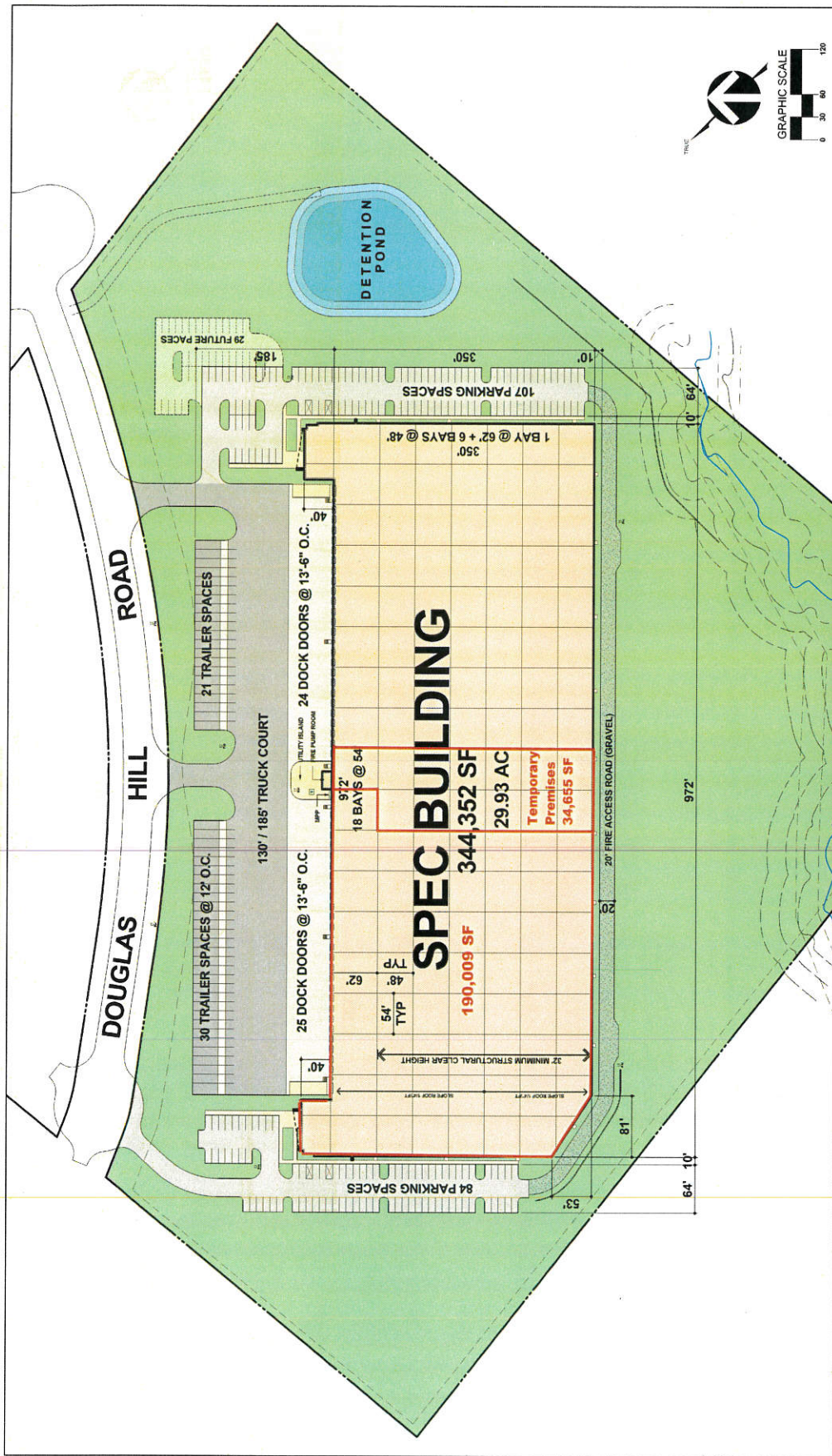
DEPICTION OF TEMPORARY
PREMISES

First Amendment to Industrial Building Lease
(Victory Packaging, L.P. – Douglas Hill Logistics Center)

Page 5

4841-2269-7792.1

065611.00464 262917 v2



MACGREGOR ASSOCIATES ARCHITECTS
Two Plains West
2121 Peach Ferry Road, Suite 1401
Atlanta, GA 30339
770-422-9400

SEEFRIED PROPERTIES, INC.

2015-141

Seefried Properties Inc.
3333 Riverwood Suite 205
Atlanta, GA 30339
(404) 233-9234

DOUGLAS HILL SPEC BUILDING

DOUGLAS COUNTY, GEORGIA

A-1

09/11/16