

SECOND AMENDMENT TO AND RATIFICATION OF INDUSTRIAL BUILDING LEASE

This Second Amendment to and Ratification of Industrial Building Lease (this "**Ratification**") is made and entered into by and between USRLP DOUGLAS HILL, LLC, a Delaware limited liability company ("**Landlord**"), and VICTORY PACKAGING, L.P., a Texas limited partnership ("**Tenant**").

For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant hereby recite and agree as follows:

1. **Recitals.**

a. **Lease Agreement.** Landlord and Tenant entered into that certain Industrial Building Lease dated November 22, 2016, as amended by that certain First Amendment to Industrial Building Lease dated January 6, 2017 (as amended, the "**Lease**") pursuant to which Landlord agreed, under certain terms and conditions, to lease to Tenant 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. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

b. **Landlord Entity.** The signature block of Landlord on the Lease was listed incorrectly and the state of Landlord's formation was incorrectly identified as Texas and the parties desire to correct such errors.

c. **Ratification.** Landlord desires to enter into this ratification of the Lease in order to correct the errors described above and to affirm, approve and ratify the lease of the Premises from Landlord to Tenant pursuant to the terms, provisions and conditions of the Lease.

2. **Amendment.** All references in the Lease to "Landlord" shall be deemed to refer to USRLP Douglas Hill, LLC, a Delaware limited liability company.

3. **Ratification.** Except as hereby amended, Landlord and Tenant hereby agree that all of the terms, agreements and obligations of the Lease remain in full force and effect and are hereby ratified and confirmed by the parties hereto, and each and all covenants, terms, agreements and obligations of the Lease shall be binding upon and inure to the benefit of Landlord and Tenant, their successors and/or permitted assigns. Landlord and Tenant, by their signatures below, do hereby ratify and affirm the Lease and all related agreements, and agree to be bound by all of the duties and obligations of Landlord and Tenant, respectively, set forth in the Lease.

4. **Miscellaneous.**

a. **Headings.** The descriptive headings contained in this Ratification are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

b. Authority. Landlord and Tenant each has the full legal authority to execute and deliver this Ratification.

c. Severability. If any clause or provision of this Ratification is illegal, invalid or unenforceable under the present or future laws effective during the term hereunder, then it is the intention of the parties hereto that the remainder of this Ratification shall not be affected thereby, and it is also the intention of the parties to this Ratification that, in lieu of each clause or provision of this Ratification that is illegal, invalid or unenforceable, there be added as a part of this Ratification a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

d. Amendment. This Ratification may not be modified or amended, except by an agreement in writing signed by Landlord and Tenant.

e. Entire Agreement. This Ratification constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Ratification shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Ratification.

f. Complete Signatures. This Ratification shall be null and void and of no force or effect unless it is executed by all of the signatories shown below.

g. Multiple Counterparts. Multiple copies of this Ratification may be executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

[Signature Page to Follow]

EXECUTED this 20th day of March 2017.

LANDLORD:


USRLP DOUGLAS HILL, LLC,
a Delaware limited liability company

By: US Regional Logistics Program, L.P.,
a Delaware limited partnership, its sole member

By: US RLP GP, LLC,
a Delaware limited liability company, its general partner

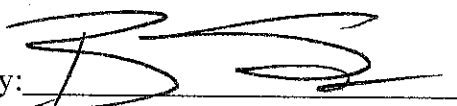
By: USAA Equity Advisors, LLC,
a Texas limited liability company, its managing member

By: USAA Real Estate Company,
a Delaware corporation, its sole member

By: 
Name: STANLEY R. ALTERMAN
Title: Executive Managing Director

TENANT:

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

By: 
Name: H. Benjamin Samuels
Title: Co- President