

## FIRST AMENDMENT TO LEASE

August This **FIRST AMENDMENT TO LEASE** (this "Amendment") is made as of this 20<sup>th</sup> day of April, 2019, by and between **STAG SPARTANBURG, LLC**, a Delaware limited liability company having its principal place of business at One Federal Street, 23<sup>rd</sup> Floor, Boston, MA 02110 ("Landlord"), and **WESTROCK-SOUTHERN CONTAINER, LLC**, a Delaware limited liability company having its principal place of business at 504 Thrasher Street, Norcross, Georgia 30071 ("Tenant").

## R E C I T A L S

A. Landlord and Tenant are parties to that certain Lease dated January 31, 2017 (the "Lease"), for that certain premises containing approximately 103,049 square feet of space (the "Premises") located at 160 National Avenue, Building 2, Spartanburg, South Carolina (the "Building"); and

B. The parties hereto wish to extend the Original Term of the Lease, and otherwise amend the Lease to incorporate their agreements on the terms and conditions set forth below.

## A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Defined Terms. Any capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Lease.

2. Extension of Term. The Original Term of the Lease is hereby extended for a period of three (3) years commencing on March 1, 2020 and expiring on February 28, 2023 (the "Renewal Term"). Tenant shall have no further options to renew the term of the Lease.

3. Base Rent. During the Renewal Term, Tenant shall pay to Landlord without deduction or set off except as otherwise provided in the Lease, Annual Fixed Rent for the Premises as follows:

<b>Period of Time During Extended Term</b>	<b>Annual Fixed Rent Amount</b>	<b>Monthly Installment of Annual Fixed Rent</b>
March 1, 2020 – February 28, 2021	\$345,214.20	\$28,767.85
March 1, 2021 – February 28, 2022	\$355,570.68	\$29,630.88
March 1, 2022 – February 28, 2023	\$366,237.72	\$30,519.81

In addition to the foregoing Annual Fixed Rent, Tenant shall continue to pay during the Renewal Term, any Additional Rent, Operating Expenses, and Taxes, and all other sums due under the Lease in accordance with the provisions of the Lease.

4. Condition of Premises. Tenant hereby acknowledges that, the Premises are being leased by Landlord to Tenant in their "as-is, where is, and with all defects condition" as of the date of this Amendment. Landlord shall have no obligation whatsoever, pursuant to the Lease or otherwise, to make any alterations or improvements to the Premises, except as provided in Section 5 of this Amendment.

5. Landlord's Work. Landlord, at its sole cost and expense, shall perform the work as described on Exhibit A attached hereto and made a part hereof ("Landlord's Work"). Landlord shall complete Landlord's Work within a commercially reasonable period of time (as determined by Landlord in its sole and reasonable discretion).

6. Broker Commission. Landlord and Tenant mutually represent and warrant to each other that they have not dealt, and will not deal, with any real estate broker or sales representative in connection with this proposed transaction other than Cushman and Wakefield/Thalhimer (the "Tenant's Broker") and CBRE (the "Landlord's Broker"). Each party agrees to indemnify, defend and hold harmless the other and their respective directors, officers and employees from and against all threatened or asserted claims, liabilities, costs and damages (including reasonable attorney's fees and disbursements) which may occur as a result of a breach of this representation. Landlord shall pay all brokerage fees and commissions payable to Tenant's Broker and Landlord's Broker with respect to the negotiation, execution and delivery of this Amendment pursuant to written agreements made between Landlord and each of such brokers.

7. Miscellaneous. Landlord and Tenant hereby ratify and confirm the terms and conditions of the Lease, as amended by this Amendment. The rights and obligations of Landlord and Tenant under this Amendment shall be construed and enforced in accordance with, and governed by, the laws of the State of South Carolina. This Amendment is binding upon and shall inure to the benefit of the Landlord and Tenant and their permitted successors and assigns. Each party has cooperated in the drafting and preparation of this Amendment and, therefore, in any construction to be made of this Amendment, the same shall not be construed against either party. This Amendment may be executed in counterparts, and when both Landlord and Tenant have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Amendment, which shall be binding upon and effective as to Landlord and Tenant. To facilitate execution and delivery of this Amendment, the parties may execute and exchange by telephone facsimile or electronic mail counterparts of the signature pages which shall be valid and binding against any party so signing. In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Amendment, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[Remainder of page left blank – signatures to follow]

EXECUTED under seal as of the date first written above.

LANDLORD:

**STAG SPARTANBURG, LLC,**  
a Delaware limited liability company

By: 

Name: David King

Title: VP

TENANT:

**WESTROCK-SOUTHERN CONTAINER, LLC,**  
a Delaware limited liability company

By: 

John D. Stakel,  
Senior Vice President



ACKNOWLEDGED AND AGREED:

GUARANTOR:

**WESTROCK COMPANY,**  
a Delaware corporation

By: 

John D. Stakel,  
Senior Vice President



## EXHIBIT A

### Description of Landlord's Work:

1. Install four (4) Kelley Model WTS100-14 standard duty Rigid Frame Truck Shelters 11'6" w x 11'0" H x 30" proj.(or equivalent); and
2. Replace one (1) EOD bumper.