

CON-18271

**SECOND AMENDMENT TO LEASE**  
(WestRock Site Group #4043)

This **SECOND AMENDMENT TO LEASE** (this “**Amendment**”) is made as of the Effective Date (defined below), 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 (“**Tenant**”).

**R E C I T A L S**

A. Reference is made to that certain Lease dated January 31, 2017, by and between Landlord and Tenant, as amended by that certain First Amendment to Lease dated August 20, 2019 (as amended, the “**Lease**”), for that certain premises containing approximately 103,049 square feet of space (the “**Premises**”) located at 150-160 National Avenue, Spartanburg, South Carolina (the “**Building**”);

B. The parties hereto wish to (i) extend the term of the Lease; and (ii) 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 Lease Term**. The term of the Lease is hereby extended for a period three (3) years commencing on March 1, 2023 and expiring on February 28, 2026 (the “**Second Extended Term**”).

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

<b>Period of Time During Second Extended Term</b>	<b>Annual Fixed Rent</b>	<b>Monthly Installment of Annual Fixed Rent</b>
March 1, 2023 - February 29, 2024	\$453,415.60	\$37,784.63
March 1, 2024 - February 28, 2025	\$471,552.22	\$39,296.02
March 1, 2025 - February 28, 2026	\$490,414.31	\$40,867.86

Tenant shall continue to pay during the Second Extended Term, any Additional Rent, Tenant's Percentage Share of Operating Expenses, Taxes, and all other sums due under the Lease in accordance with the provisions of the Lease. All other terms and conditions in the Lease shall be applicable during the Second Extended Term as they would have during the Term, unless otherwise amended by the express terms of this Amendment.

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, and without any Landlord obligation to make alterations or improvements in connection with this Amendment except such general continuing obligations of Landlord as are expressly set forth in the Lease.

5. Method of Payment. Effective on the date hereof, the method of payment for Rent under the Lease shall be amended as follows:

All payments of Annual Fixed Rent, and all payments of Additional Rent and other sums due and payable by Tenant to Landlord pursuant to the Lease, shall be paid by Tenant to Landlord by ACH or other electronic means, or in the alternative, at the option of Landlord, to be exercised by giving advance notice thereof to Tenant, to such other person as Landlord may designate in writing from time to time.

6. Notice Addresses. Section 12.1 of the Lease is hereby amended by deleting the following provision:

"If to Tenant

WestRock-Southern Container, LLC  
504 Thrasher Street  
Norcross, Georgia 30071  
Attention: General Counsel

and replacing the same with the following:

"If to Tenant and Guarantor:

WestRock-Southern Container, LLC  
c/o WestRock Company  
1000 Abernathy Road NE, Suite 125  
Atlanta, GA 30328  
ATTN: General Counsel (Re: Real Estate/MER)

Send copy to (by email only):

WestRock-Southern Container, LLC  
c/o WestRock Company  
1000 Abernathy Road NE, Suite 125  
Atlanta, GA 30328  
ATTN: Real Estate Business  
Bert Collins, Director of Real Estate and Facilities

[bert.collins@westrock.com](mailto:bert.collins@westrock.com)

WestRock-Southern Container, LLC  
c/o WestRock Company  
1000 Abernathy Road NE, Suite 125  
Atlanta, GA 30328  
ATTN: Real Estate Legal  
Matt Roehm, Senior Counsel  
[matt.roehm@westrock.com](mailto:matt.roehm@westrock.com)

7. Brokers 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 CBRE and Cushman and Wakefield (the “**Brokers**”). 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 be responsible for payment of a brokerage fee to the Brokers in accordance with separate written agreements between Landlord and the Brokers.

8. Deletion of Certain Terms and Conditions.

(a) Renewal Term. Section 2.3 of the Lease entitled “Renewal Term” shall be deleted in its entirety and shall be of no further force or effect.

(b) Events of Default (vacate or abandon). Section 9.1(c) of the Lease shall be deleted in its entirety and shall be of no further force and effect.

9. 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]

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

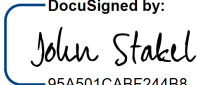
LANDLORD:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT:

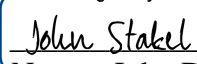
**WESTROCK-SOUTHERN CONTAINER, LLC,**  
a Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: John D. Stakel  
Title: Senior Vice President  
Date: 8/12/2022

DS  
MR

ACKNOWLEDGED AND AGREED BY GUARANTOR:

**WESTROCK COMPANY,**  
a Delaware corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: John D. Stakel  
Title: Senior Vice President  
Date: 8/12/2022