

FIRST AMENDMENT TO INDUSTRIAL LEASE AGREEMENT

THIS FIRST AMENDMENT TO INDUSTRIAL LEASE AGREEMENT (the "First Amendment") is made and entered into this 8th day of February, 2005, but effective retroactively as of October 1, 2005, by and between THE REALTY ASSOCIATES FUND VI, L.P., a Delaware limited partnership ("Landlord") and SMURFIT STONE CONTAINER ENTERPRISES, INC., a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Industrial Lease Agreement dated as of July 1, 2005 (the "Lease") pursuant to which Tenant leased that certain space in the building located at 100 McDonald Boulevard, Ashton, Pennsylvania 19014 (the "Building"), said leased premises containing Forty-Nine Thousand Four Hundred Ten (49,410) rentable square feet and known as Suite B (the "Original Premises");

WHEREAS, Effective as of October 1, 2005 (the "First Effective Date"), the Premises was increased by Twelve Thousand Seven Hundred Thirty-One (12,731) rentable square feet of space, as shown on the floor plan attached hereto as Exhibit A-1 (the "First Expansion Premises") and effective as of January 1, 2006 (the "Second Effective Date"), the Premises shall be further increased by Twelve Thousand Seven Hundred Thirty-One (12,731) rentable square feet of space, as shown on the floor plan attached hereto as Exhibit A-2 (the "Second Expansion Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease (i) to expand the square footage of the Premises and (ii) to modify and amend certain terms and conditions of the Lease as otherwise set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. **Recitals and Capitalized Terms.** The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease. From and after the date hereof, the Lease and this First Amendment shall be known collectively as the "Lease."

2. **Premises.** Effective as of the First Effective Date, the definition of Premises on the first page of the Lease shall be modified by substituting all references to 49,410 rentable square feet therein with 62,141 rentable square feet. Effective as of the First Effective Date, the Original Premises and the First Expansion Premises shall be known collectively as the Premises. Effective as of the Second Effective Date, the definition of Premises on the first page of the Lease, as modified by Paragraph 3(a) above, shall be further modified by substituting all references to 62,141 rentable square feet therein with 74,872 rentable square feet. Effective as of the Second Effective Date, the Original Premises, the First Expansion Premises and the Second Expansion Premises shall be known collectively as the Premises.

3. **Lease Term.** The Term of the Lease with respect to the First Expansion Premises shall be coterminous with that of the Original Premises, and, accordingly commence on the First Effective Date and expire August 31, 2008, unless sooner terminated pursuant to the terms of the Lease or hereof. The Term of the Lease with respect to the Second Expansion Premises shall be coterminous with that of the Original Premises, and, accordingly commence on the Second Effective Date and expire August 31, 2008, unless sooner terminated pursuant to the terms of the Lease or hereof.

4. **Base Rent.** The definition of Annual Base Rent PRSF on the first page of the Lease shall apply to the First Expansion Premises (as of the First Effective Date) and the Second Expansion Premises (as of the Second Effective Date) as well as the Original Premises. As of the First Effective Date, the following shall be added to the definition of Monthly Base Rent (it being the intent of the parties that Tenant shall continue to pay Monthly Base Rent with respect to the Original Premises in accordance with the Monthly Base Rent set forth on page one of the Lease):

"Monthly Base Rent (First Expansion Premises and Second Expansion Premises):

During the period (a) October 1, 2005 through December 31, 2005, \$4,508.90 NNN per month; (b) January 1, 2006 through August 31, 2006, \$9,017.80 NNN per month; (c) September 1, 2006 through August 31, 2007, \$9,229.98 NNN per month; and (c) September 1, 2007 through August 31, 2008, \$9,548.26 NNN per month."

5. **Tenant's Proportionate Share.** As of the First Effective Date, the definition of Proportionate Share on the second page of the Lease shall be deleted in its entirety and the following shall be substituted in lieu thereof: "Proportionate Share (i.e. 62,141 divided by 375,000): 16.57%." As of the Second Effective Date, the definition of Proportionate Share on the second page of the Lease, as amended by Paragraph 6(a) above, shall be deleted in its entirety and the following shall be substituted in lieu thereof: "Proportionate Share (i.e. 74,872 divided by 375,000): 19.97%."

6. **"As-Is" Condition.** Tenant hereby agrees to accept (i) the First Expansion Premises in its "as-is, where-is" condition existing on the First Effective Date, and (ii) the Second Expansion Premises in its "as-is, where-is" condition existing on the Second Effective Date. Landlord shall have no obligation to construct any tenant improvements to either the Original Premises, the First Expansion Premises or the Second Expansion Premises on behalf of Tenant in connection with this First Amendment.

8. **Miscellaneous.**

a. It is hereby agreed that the rent abatement provided in the second paragraph of the definition of Monthly Base Rent on the first page of the Lease shall not apply to the First Expansion Premises or the Second Expansion Premises.

b. Tenant acknowledges that all obligations of Landlord to construct tenant improvements for the Original Premises pursuant to Exhibit E of the Lease with respect to the Original Premises have been met.

c. The Renewal Option contained in Exhibit C of the Lease shall apply with respect to the First Expansion Premises and the Second Expansion Premises, it being understood that Tenant must exercise the Renewal Option with respect to the entire and not merely a part thereof.

9. **Brokers.** Tenant represents and warrants to Landlord that Tenant has not had any dealings or entered into any agreements with any person, entity, realtor, broker, agent or finder in connection with the negotiation of this First Amendment other than Binswanger Companies representing Landlord and Michelson Commercial Realty representing Tenant (collectively, the "Brokers") and Tenant shall indemnify and hold harmless Landlord from and against any loss, claim, damage, expense (including costs of suit and reasonable attorneys' fees) or liability for any compensation, commission or charges claimed by any other realtor, broker, agent or finder claiming to have dealt with Tenant in connection with this First Amendment. Landlord shall pay a commission to the Brokers in accordance with the terms of a separate agreement between Landlord and the Brokers.

10. **Reaffirmation of Terms.** All other terms, covenants and provisions of the Lease are hereby confirmed and ratified and except as modified herein, shall remain unchanged and in full force and effect.

11. **Representations.** Tenant hereby represents and warrants to Landlord that Tenant (i) is not in default of any of its obligations under the Lease and that such Lease is valid, binding and enforceable in accordance with its terms, (ii) has full power and authority to execute and perform this First Amendment, and (iii) has taken all action necessary to authorize the execution and performance of this First Amendment.

12. **Counterpart Copies.** This First Amendment may be executed in two or more counterpart copies, each of which shall be deemed to be an original and all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy of this First Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the day and year first above written.

LANDLORD:

THE REALTY ASSOCIATES FUND VI, L.P.,
a Delaware limited partnership

By: Realty Associates Fund VI LLC, a Massachusetts limited liability company, general partner

By: Realty Associates Advisors LLC, a Delaware limited liability company, Manager

By: Realty Associates Advisors Trust, a Massachusetts business trust, sole member

By: 

Officer

Partner

By: Realty Associates Fund VI Texas Corporation, a Texas corporation, general partner

By: 

Officer

Partner

TENANT:

SMURFIT STONE CONTAINER ENTERPRISES, INC., a Delaware corporation

By: 

Its: General Manager