

SECOND AMENDMENT TO INDUSTRIAL LEASE AGREEMENT

THIS SECOND AMENDMENT TO INDUSTRIAL LEASE AGREEMENT (the "Second Amendment") is made and entered into this 1st day of Feb, 2008, 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 "Original Lease"), as amended by that certain First Amendment to Industrial Lease Agreement dated February 8, 2005 (the "First Amendment") (the Original Lease and the First Amendment are collectively referred to herein as the "Lease") pursuant to which Tenant leased that certain space located at 105 Commerce Drive, Ashton, Pennsylvania 19014 (the "Building"), said leased premises containing Seventy-Four Thousand Eight Hundred Seventy-Two (74,872) rentable square feet and known as Suite B (the "Original Premises");

WHEREAS, the Term of the Lease expires August 31, 2008; and

WHEREAS, Landlord and Tenant desire to amend the Lease to (i) extend the Term of the Lease, and (ii) amend certain other terms and conditions of the Lease as herein provided.

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.** The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter. All references in the First Amendment to the Premises being in the building located at 100 McDonald Boulevard are erroneous and are hereby corrected to be references to the building located at 105 Commerce Drive.

2. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

3. **Term.** Notwithstanding anything to the contrary contained in the Lease, the Term of the Lease is hereby extended for a period of three (3) years commencing on September 1, 2008 (the "Renewal Date") and expiring August 31, 2011 (inclusively, the "Renewal Term"), unless sooner terminated pursuant to the terms of the Lease or hereof.

4. **Base Rent.** Notwithstanding anything to the contrary contained in the Lease, during the Renewal Term Tenant shall pay Base Rent with respect to the Premises at the times and in the manner set forth in Section 4.1 of the Lease in accordance with the following schedule:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
09/01/08 – 08/31/09	\$347,406.12	\$28,950.51
09/01/09 – 08/31/10	\$357,828.36	\$29,819.03
09/01/10 – 08/31/11	\$368,563.20	\$30,713.60

5. **Tenant Improvements.** Tenant acknowledges that all obligations of Landlord to construct tenant improvements for the Premises pursuant to the Lease have been met. Landlord shall have no obligation to make any tenant improvements for the Premises on behalf of Tenant during the Renewal Term.

6. **Miscellaneous.** Exhibits C and D to the Original Lease are hereby deleted and of no further force and effect.

7. **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 Second Amendment other than The Flynn Company (the "Broker"). 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 Second Amendment.

8. **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.

9. **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 Second Amendment, and (iii) has taken all action necessary to authorize the execution and performance of this Second Amendment.

10. **Counterpart Copies.** This Second 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 Second Amendment.

[Signatures on following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second 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, Manager

By: _____

Officer

Christopher J. Good
Regional Director

TENANT:

SMURFIT STONE CONTAINER ENTERPRISES, INC.,
a Delaware corporation

By: _____

Its: _____

**SENIOR VICE PRESIDENT, SECRETARY
AND GENERAL COUNSEL**



February 22, 2008

Mr. Jessie Swain
Smurfit-Stone Container
150 N. Michigan Avenue
Chicago, IL 60601

Re: 2nd Amendment to Industrial Lease Agreement

Dear Jessie:

I have enclosed one (1) fully executed 2nd Amendment to Industrial Lease Agreement for your file. Thanks to you and Charlie for pushing this through. Please call if I can assist you in any way in the future.

Regards,

Pat McNulty /jps
A. Patrick McNulty

Enclosure
APM/jps

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
01/09/08

PRODUCER Hilb Rogal & Hobbs 101 Federal Street, 12th Fl. Boston, MA 02110-2320 617 523-2600		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Realty Associates Advisors LLC TA Associates Realty 28 State Street, 10th Floor Boston, MA 02110		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A Zurich American Ins Co of IL	27855
		INSURER B National Union Fire Insurance Compan	19445
		INSURER C	
		INSURER D	
		INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Terrorism Included GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	380028702	12/31/07	12/31/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	BE2681948	12/31/07	12/31/08	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

re: TA Location #1431 - 105 Commerce Drive, Ashton, PA

Certificate holder is additional insured (property manager) ATIMA

CERTIFICATE HOLDER

The Flynn Company
 Attn: Bill McVeigh
 1621 Wood Street
 Philadelphia, PA 19103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Ronald P. Zenger