

## FOURTH AMENDMENT TO INDUSTRIAL LEASE AGREEMENT

**THIS FOURTH AMENDMENT TO INDUSTRIAL LEASE AGREEMENT** (the "Fourth Amendment") is made and entered into this 13<sup>th</sup> day of December, 2010, by and between **THE REALTY ASSOCIATES FUND VI, L.P.**, a Delaware limited partnership ("Landlord") and **SMURFIT STONE CONTAINER CORPORATION**, a Delaware corporation, formerly SMURFIT STONE CONTAINER ENTERPRISES, INC ("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"), as further amended by that Second Amendment to Industrial Lease Agreement dated February 1, 2008 (the "Second Amendment"), and as further amended by that Third Amendment to Industrial Lease Agreement dated August 13, 2009 (the "Third Amendment") (the Original Lease, the First Amendment, the Second Amendment and the Third 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 is scheduled to expire on August 31, 2013; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease (i) to provide for the early renewal of the Term of the Lease, and (ii) to 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.
2. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease. The Lease and this Fourth Amendment shall be known collectively as the "Lease".
3. **Term.** Notwithstanding anything to the contrary contained in the Lease or elsewhere, the Term of the Lease is hereby extended and shall expire on February 28, 2014 unless sooner terminated pursuant to the terms of the Lease or hereof. The period from March 1, 2011 (the "Renewal Date") through the expiration of the Term, inclusive, is herein referred to as the "Renewal Term."
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 an amount equal to There Hundred Fourteen Thousand Four Hundred Sixty-Two and 40/100 Dollars (\$314,462.40) per annum, payable in equal monthly installments of Twenty Six Thousand Two Hundred Five and 20/100 Dollars (\$26,205.20) per month for each month of the Renewal Term. Notwithstanding the foregoing, no Base Rent shall

be paid by Tenant for the first four (4) consecutive months of the Renewal Term of this Lease (collectively, the "Rent Abatement"). No other amounts due to Landlord under this Lease other than the Base Rent referenced above shall be abated, except as expressly provided herein. In the event Tenant defaults hereunder and fails to cure such default within any applicable notice or cure period, Tenant shall not be entitled to any further abatement of Base Rent and all Base Rent previously abated shall be immediately paid by Tenant to Landlord.

5. **Option to Terminate.** The Option to Terminate the Lease provided in Paragraph 6 of the Third Amendment is hereby deleted in its entirety and of no further force and effect.

6. **Relocation Option.** If Landlord exercises its right to relocate the Tenant pursuant to Section 41(p) of the Original Lease, the New Premises, as defined in Section 41(p), shall consist of approximately Seventy Three Thousand Six Hundred Seventy Three (73,673) rentable square feet of space as shown on Exhibit A-1 attached hereto and made a part hereof. In the event of such relocation, Landlord shall be responsible for all expenses related to the movement of Tenants goods to New Premises and the Term of the Lease shall remain unchanged. Tenant shall pay Base Rent for the New Premises in an amount equal to Four and 20/100 Dollars (\$4.20) per square foot of space in the New Premises.

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

10. **Counterpart Copies.** This Fourth 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 Fourth Amendment.

[Signatures on following page]



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


**LANDLORD:**

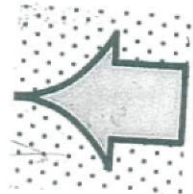
**THE REALTY ASSOCIATES FUND VI, L.P.**,  
a Delaware limited partnership

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

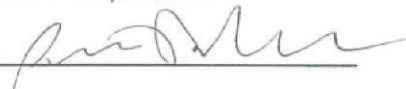
By: \_\_\_\_\_  
Officer



**SIGN  
HERE**

**TENANT:**

**SMURFIT STONE CONTAINER CORPORATION**  
a Delaware corporation

By: \_\_\_\_\_  
Its: Vice President, Procurement\_\_

## NEW PREMISES

