

## LEASE ADDENDUM

THIS LEASE ADDENDUM, made this 1<sup>st</sup> day of October, 2007, by and between **WINMAR CORPORATION**, Suite 208 - Bakhaus Building, 1500 West Main Street, Lexington, Kentucky 40511, Party of the First Part, hereinafter referred to as Lessor, and **SMURFIT-STONE CONTAINER ENTERPRISES, INC.**, and its respective affiliates (fka Jefferson Smurfit Corporation, a wholly owned subsidiary of Smurfit Stone Container Corporation), with its principal place of business at 401 Alton Street, P.O. Box 276, Alton, Illinois 62002-2276, Party of the Second Part, hereinafter referred to as Lessee,

## WITNESSETH:

WHEREAS, Lessor and Lessee currently have a lease for a term beginning June 1, 2004, and ending May 31, 2009, for a total of 142,080 square feet of office and warehouse space located at 170 Lisle Industrial Avenue, Lexington, Kentucky 40511 (the Lease), and

WHEREAS, Lessee wishes to lease additional office and warehouse space at 172 Lisle Industrial Avenue, Lexington, Kentucky 40511, and Lessor agrees to lease additional office and warehouse space to Lessee at said location.

NOW THEREFORE, in consideration of the premises and terms hereinafter contained, the parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, trustees, successors and assigns, hereby covenant as follows:

1. Lessor and Lessee restate and incorporate herein by this reference all terms of the Lease between Lessor and Lessee dated June 2, 2003, and hereby create an addendum to the Lease.

2. Lessor leases to Lessee for a term beginning October 1, 2007 and continuing until May 31, 2009, additional property located at 172 Lisle Industrial Avenue, Lexington, Kentucky 40511 containing 19,200 square feet of office and warehouse space.

3. For the lease of said additional property, Lessee shall pay to Lessor the additional sum of two and 65/100 (\$2.65) dollars per square foot per year (\$4,240.00 per month), payable on the same terms as the Lease.

4. Lessee shall have the right to remove - at Lessee's option and expense - the existing temporary walls in the property separating the space referenced in the Lease from the space referenced in this Addendum, said removal to be done in a good and workmanlike manner. Lessee shall make no changes, alterations, modifications or additions to the existing office space in the space referenced in this Addendum without first

obtaining the prior written consent of Lessor. Lessee shall not alter or remove the existing permanent walls in the property.

5. Other than as set forth herein, all other terms and conditions of the Lease shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Addendum in duplicate the day and year set forth above, each copy to have the force and effect of the original.

LESSEE:

SMURFIT-STONE CONTAINER  
ENTERPRISES, INC.

BY: 

TITLE:

LESSOR:

WINMAR CORPORATION

BY: 

TITLE: *President*