

## **ADDENDUM TO LEASE AGREEMENT**

**THIS ADDENDUM TO LEASE AGREEMENT** (the "Addendum") is made and entered into effective as of the 3<sup>rd</sup> day of February, 2011, by and between (i) **WINMAR CORPORATION**, with an address of Suite 208, Bakhaus Building, 1500 West Main Street, Lexington, Kentucky 40511 (hereafter "Lessor"), and (ii) **SMURFIT-STONE CONTAINER CORPORATION**, a Delaware corporation, formerly known as Smurfit-Stone Container Enterprises, Inc., with an address of 170 Lisle Road, Lexington, Kentucky 40511 (hereafter "Lessee").

### **WITNESSETH:**

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement dated June 10, 2009 (the "Lease") regarding that certain property known as 170 and 172 Lisle Road, Lexington, Kentucky 40511, as more particularly referred to in the Lease (the "Property"); and

WHEREAS, Lessor and Lessee wish to amend the Lease to provide for a three (3) year extension of the original term of the Lease at a new rental rate of \$2.13 per square foot per year payable in equal monthly installments, as more particularly set forth and described in this Addendum (the "Rent").

NOW THEREFORE, for and in consideration of the Property, and the Rent (as hereinafter defined), and the mutual covenants and agreements set forth and described in this Addendum and in the Lease, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Except as expressly defined herein, all capitalized terms used in this Addendum shall have the meaning ascribed thereto in the Lease.

2. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Property for an additional lease term of three (3) years beginning on June 1, 2011 and continuing through and including May 31, 2014 (the "Extended Term"), for and pursuant to the terms and conditions set forth in the Lease as amended by this Addendum.

3. During the Extended Term, Lessee shall pay rent to Lessor for the Property comprised of one hundred sixty-one thousand two hundred eighty square feet (161,280 s.f.) at the rate of TWO AND 13/100th DOLLARS (\$2.13) PER SQUARE FOOT PER YEAR, payable in equal monthly installments of TWENTY-EIGHT THOUSAND SIX HUNDRED TWENTY-SEVEN AND 20/100th DOLLARS (\$28,627.20) PER MONTH (the "Rent").


4. Except as expressly amended hereby, all remaining terms and conditions set forth in the Lease are hereby reaffirmed in their entirety by Lessor and Lessee, and shall remain unaffected and unmodified by this Addendum.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Addendum to Lease Agreement as of the date first set forth above.


LESSOR:

WINMAR CORPORATION, a  
Kentucky corporation

By:   
Title: President

LESSEE:

SMURFIT-STONE CONTAINER  
CORPORATION, a Delaware corporation

By:   
Title: Chief Administrative Officer  
and General Counsel