

**AMENDMENT
TO
LEASE AGREEMENT
DATED: SEPTEMBER 09, 2004**

The Amendment is dated as of September 30, 2012 and is attached to and constitutes a part of the Lease Agreement dated September 09, 2004, and Amendment dated as of September 30, 2009 (collectively, the "Lease") and the parties agree to amend the Lease as follows:

- 1) Rental amount: Beginning October 01, 2012 the "basic rental" for each year of the term of the Lease, Tenant shall pay, without demand, deduction or offset, as basic rent (\$2.68 per square foot annually plus improvements cost \$.50 cents per square foot annually) for the Leased Premises the annual sum of \$238,500.00, payable \$19,875.00 per month, beginning October 01, 2012.**
- 2) New Term: The term of the Lease shall continue for a period of thirty-nine (39) months, beginning on October 01, 2012 and ending on December 31, 2015 ("Term"), unless the Term be sooner terminated as provided in the Lease.**
- 3) Cancellation Option: Provided that no default exists under the Lease, Tenant shall have the option, upon not less than ninety (90) days notice, commencing on October 01, 2013 and thereafter, to cancel the Lease in the event that Rock-Tenn Company publicly announces the closure of its plant on 1906 Third Creek Road, Knoxville, Tennessee. As of the Surrender Date (that date which is ninety (90) days from the date that the Landlord is noticed of the intent to terminate this Lease), Tenant shall be relieved of any further obligations under the Lease upon: (1) payment to Landlord of six (6) months rent in the amount of \$119,250.00, (2) reimbursement of the**

unamortized portion of the improvements cost (\$0.50 cents per square foot annually for all improvements requested). Tenant shall vacate the Premises in accordance with the provisions of the Lease.

- 4) Right of first refusal on adjacent 60,000 square feet (north end): (1) with a 3 year Lease on the space at time of signing and renew the existing Lease on the current 75,000 square feet to run concurrent, or (2) Landlord is willing to Lease the adjacent 60,000 square feet space to Rock-Tenn Company as space becomes available.
- 5) The Landlord shall not be liable for any damages due to the acts of God, riots, strikes, accident or by any cause over which the Landlord has no control.
- 6) Except as provided in this Amendment, the Lease remains in full force and effect.

LANDLORD:

TENANT:

MULLINS DC, LLC

ROCK-TENN CONVERTING COMPANY

By: Jeffrey Duggan

By: [Signature]

Its Managing Member

Its Senior Vice President

Date 10/18/2012

Date: October 18, 2012

mhd