

FIFTH AMENDMENT TO LEASE AND PARTIAL TERMINATION AGREEMENT

THIS FIFTH AMENDMENT TO INDUSTRIAL LEASE AND PARTIAL TERMINATION AGREEMENT (this "Agreement") is made as of this 15th day of March 2013, by and between MIM-HAYDEN I-95 INDUSTRIAL PARTNERS, L.P., a Pennsylvania limited partnership ("Landlord") and ROCKTENN CP, LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord is the owner of that certain property commonly known as 105 Commerce Drive, Ashton, Pennsylvania (the "Property");

B. Landlord and Tenant are parties to that certain Lease dated as of July 1, 2005, as amended by that certain First Amendment to Industrial Lease dated as of February 1, 2005, as further amended by that certain Second Amendment to Industrial Lease dated as of February 1, 2008, as further amended by that certain Third Amendment to Industrial Lease dated as of August 13, 2009, and as further amended by that certain Fourth Amendment to Industrial Lease dated as of December 13, 2010 (as so amended, the "Original Amended Lease").

C. Pursuant to the terms of the Original Amended Lease, Tenant currently leases 73,363 rentable square feet of space (the "Premises") in the building located on the Property (the "Building").

D. Landlord and Tenant have agreed that, effective as of the Initial Termination Effective Date (defined hereinafter), (i) the Original Amended Lease shall terminate with respect to the "Surrendered Premises" comprising approximately 50,099 rentable square feet of space (the "Surrendered Premises") identified as such on Exhibit "A" attached hereto and made a part hereof, and (ii) Tenant shall surrender and the Landlord shall accept the Surrendered Premises prior to the expiration date established by the terms of the Original Amended Lease, subject to all of the terms and conditions hereinafter set forth in this Agreement.

E. Landlord and Tenant desire to amend the Original Amended Lease to add and incorporate the "Expansion Premises" comprising approximately 21,124 rentable square feet of space (the "Expansion Premises") identified as such on Exhibit "A" attached hereto and made a part hereof, subject to the terms and conditions set forth herein.

F. Landlord and Tenant desire to amend the Lease Term (as defined in the Original Amended Lease) with respect to all portions of the Premises other than the Surrendered Premises (such portions, the "Retained Premises") as provided in Section 8 below.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual agreements herein contained and for other

good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, intending to be legally bound, and subject to the approval of this Agreement by Landlord's lenders, Landlord and the Tenant hereby agree as follows:

1. **Defined Terms.**

(a) The term "**Lease**" as used in the Original Amended Lease shall mean and refer to the Original Amended Lease as amended by this Agreement.

(b) The term "**Termination Effective Date**" shall mean and refer to the date on which the conditions set forth in Section 4 of this Agreement are satisfied with respect to the Surrendered Premises; provided, however, that in no event shall such date be later than March 14, 2013.

(c) All capitalized terms used in this Agreement which are not defined herein shall have the meanings ascribed to them in the Original Amended Lease.

2. **Representations and Warranties.** Tenant represents, warrants and covenants to Landlord that: (a) Tenant has not done or suffered, and will not do or suffer, anything whereby the Original Amended Lease or the Premises have (or will) become encumbered by any mechanics' or materialmen's liens or in any other manner whatsoever; and (b) Tenant has not assigned, subleased, transferred, mortgaged or otherwise encumbered its interest in the Original Amended Lease or any portion of the Premises.

3. **Surrender.**

a) Tenant agrees to surrender in accordance with the terms of Section 21 of the Lease and subject to the terms and conditions of this Agreement, and Landlord agrees to accept such surrender of, the Surrendered Premises on the Termination Effective Date. Tenant shall vacate the Surrendered Premises on or before the Termination Effective Date, and Tenant shall deliver the Surrendered Premises to Landlord "broom clean" with all of Tenant's furniture, fixtures, and equipment removed from the Surrendered Premises.

(b) Effective as of the Termination Effective Date: (i) the term of the Original Amended Lease with respect to Surrendered Premises, and all of Tenant's future obligations related thereto shall be extinguished and terminated in accordance with Section 5 hereof, except such matters that survive termination by the express terms of the Original Amended Lease; (ii) Tenant gives, grants and surrenders all of its right, title and interest in and to the Surrendered Premises to Landlord; and (iii) Landlord shall be released, with respect to the Surrendered Premises, from all of its obligations, agreements and covenants under the Original Amended Lease and from all claims, actions, liabilities, losses, damages, costs and expenses, known or unknown, which Tenant (and its successors and assigns) ever had, now have or hereinafter may have against Landlord arising out of or under or relating, directly or indirectly, to the terms and conditions of the Original Amended Lease, except such matters that survive termination by the express terms of the Original Amended Lease.

4. **Condition(s) Precedent for Termination Effective Date.** This Agreement shall be subject to the satisfaction, or waiver by Landlord, of each of the following conditions:

(a) Tenant shall have vacated the Surrendered Premises and shall have delivered the same to Landlord in accordance with the requirements of the Original Amended Lease, including, without limitation, Section 21 of the Original Amended Lease, and this Agreement;

(b) No default under the Lease (a "Default") shall have occurred and be outstanding under the Lease on the Termination Effective Date;

(c) Tenant shall have delivered to Landlord a termination payment in an amount equal to fifty percent (50%) of the aggregate of all amounts of Monthly Base Rent which, but for such termination hereunder, would otherwise be payable from the Termination Effective Date through and including February 28, 2014 under the Original Amended Lease with respect to the Surrendered Premises;

(d) Tenant shall have paid all other amounts owed pursuant to the terms of the Original Amended Lease through and including the Termination Effective Date, excepting only those identified in Section 6 hereof; and

(e) This Agreement shall have been approved by Landlord's lender

If any of the foregoing conditions are not satisfied Landlord, by written notice to Tenant, may, at its sole option, cancel this Agreement, and in such event the obligations of the parties hereunder with respect to the Surrendered Premises shall terminate and the Original Amended Lease will remain in full force and effect in all respects as if this Agreement had not been made and all sums due by Tenant, including, without limitation, Monthly Base Rent and all additional rent, under the Original Amended Lease shall continue to be due and payable in accordance with the terms and conditions of the Original Amended Lease.

5. **Release.** Effective as of the Termination Effective Date, Landlord releases and discharges Tenant from its obligations, agreements and covenants under the Original Amended Lease with respect to the Surrendered Premises and all claims, actions, liabilities, losses, damages, costs and expenses, known or unknown, which Landlord (and its successors and assigns) ever had, now has or may ever have against Tenant arising out of or under or relating, directly or indirectly, based upon or relating to the Surrendered Premises, except that excluded from the effect of such release until satisfied by Tenant are (a) Tenant's obligation to make any payments that may be due pursuant to Section 6 below, (b) Tenant's obligations arising with respect to conditions (a) through (d) of Section 4 above, and (c) any indemnities with respect to the Surrendered Premises that (i) survive termination by the express terms of the Original Amended Lease, and (ii) arise from any set of facts existing, or events occurring, prior to the Termination Effective Date. Nothing herein shall be deemed to release Tenant from any claims, actions, liabilities, losses, damages, costs or expenses arising out of or under or relating, directly or indirectly, to the Retained Premises and all of the same are hereby expressly retained by Landlord.

6. **Survival of Tenant Rental Obligations.** Tenant's liability for any and all Operating Expenses under Sections 6 and 21 of the Original Amended Lease which have not been determined as of the Termination Effective Date shall survive the Termination Effective Date, and shall be due and payable when determined and billed by Landlord pursuant to the Original Amended Lease.

7. **Addition of Expansion Premises.** From and after the date hereof, the Expansion Premises shall be included as part of the Premises, the term "Retained Premises" as used herein shall include the Expansion Premises, and the term "Premises" as used in the Lease shall mean the Retained

Premises as defined herein. Tenant's leasing of the Expansion Premises shall be on and subject to all of the terms and conditions of the Lease (as modified herein); provided, however, that Tenant shall not be required to pay any amounts of Monthly Base Rent with respect to the Expansion Premises.

8. **Tenant's Termination Option for Retained Premises.** The expiration of the Lease Term with respect to the Retained Premises shall remain February 28, 2014. Notwithstanding anything herein or in the Original Amended Lease to the contrary, but subject to Tenant's compliance with all of the terms and conditions herein with respect to the Surrendered Premises, Tenant shall have the right to terminate the Original Amended Lease, without penalty, upon delivery of written notice of termination, such termination to be effective on the day that is thirty (30) days after delivery of such written notice.

9. **Options.** Any and all options or other rights of Tenant to expand the Premises, to lease any other space within the Project (including any rights of refusal or rights of first offer), to purchase all or any portion of the Project or to renew or terminate the Lease with respect to all or any portion of the Premises, if any, are hereby terminated and henceforth shall be null and void and of no further force or effect.

10. **Continuing Validity of Lease and Lease Obligations.** This Agreement and all of the terms and provisions hereof shall be considered for all purposes to be incorporated into and made part of the Original Amended Lease. The Original Amended Lease and each provision, covenant, condition, obligation, right and power contained therein is hereby ratified and confirmed, and, subject to the provisions of Section 7 above, shall continue in full force and effect with respect to the Retained Premises until, with respect to the Surrendered Premises, terminated in accordance with the terms of this Agreement and, with respect to the Retained Premises, until the expiration or sooner termination of the Lease Term, subject to the terms and conditions hereof. In the event of any inconsistencies or conflicts between other provisions of the Original Amended Lease and the provisions of this instrument, the provisions hereof shall govern and control.

11. INTENTIONALLY OMITTED.

12. **Broker.** Landlord and Tenant represent and warrant to each other that they have not had any dealings with any broker, agent or finder in connection with the transaction evidenced by this Agreement except for Hayden Real Estate Investments, LLC and Douglass Biggs of Colliers International ("Tenant's Broker") and representatives of Landlord. Each party agrees to protect, indemnify, defend and hold the other harmless from and against any and all losses, damages, liabilities, costs and expenses, including legal fees, with respect to any compensation, commissions and charges claimed by any other broker, agent or finder except the parties identified above with respect to this Agreement and the negotiation thereof that is made by reason of any action or agreement by any such party. Tenant shall be solely responsible for any amount owed to Tenant's Broker in connection with this Agreement.

13. **Notices.** All notices and other communications given hereunder shall be in writing and sent in the same manner as provided in the Original Amended Lease addressed as follows:

If to Landlord: MIM-Hayden Gateway, LLC
c/o Hayden Real Estate Investments
Two Tower Bridge, Suite 400
One Fayette Street
Conshohocken, PA 19428

Attn: Mr. Joseph P. Linaugh

and

MIM-Hayden I-95 Industrial Partners, L.P.
c/o Miller Investment Management, LP
One Tower Bridge
100 Front Street, Suite 1500
West Conshohocken, PA 19428
Attn: R. Radcliffe Hastings

If to Tenant: RockTenn CP, LLC
504 Thrasher Street
Norcross, GA 30071
Attn: General Counsel

with a copy to: RockTenn CP, LLC
504 Thrasher Street
Norcross, GA 30071
Attn: Legal Department

14. **Time of Essence.** Time is of the essence with respect to the due performance of the terms, covenants and conditions contained in this Agreement; provided, however, that no delay on the part of Landlord to exercise any of its rights under the Original Amended Lease or this Agreement shall be construed as any waiver thereof.

15. **Modifications.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally, nor shall any breach thereof be waived, altered or modified, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

16. **Execution by Facsimile.** The parties agree that this Agreement may be transmitted between them by facsimile machine or by an electronic PDF file, and the parties intend that a telecopy of, or an electronic PDF file with, this Agreement containing either the original and/or copies of the signature of all parties shall constitute a binding Agreement.

17. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement. This Agreement represents the entire agreement between the parties concerning the subject matter hereof and supersedes all prior discussions, negotiations and agreements between them regarding the subject matter of this Agreement.

18. **Attorney's Fees.** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of suit.

19. **Further Assurances.** Each party agrees to cooperate with the other and to execute and deliver all such further instruments and documents and do all such further acts and things as such party may be reasonably requested to do from time to time by the other party in order to carry out the provisions and objectives of this Agreement.

20. **Miscellaneous.** The provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any otherwise applicable principles of conflicts of laws.

21. **Submission of Agreement.** This Agreement shall not take effect until Landlord shall have executed and unconditionally delivered an executed counterpart of this Agreement to Tenant, and prior to Landlord's execution and delivery of this Agreement to Tenant, this Agreement shall have no force or effect for any purpose (nor shall Landlord be bound to enter into this Agreement) notwithstanding the fact that Tenant may have previously executed and delivered this Agreement.

22. **Default.** If Tenant defaults in the payment or performance of any of its obligations hereunder, then, in addition to any other remedies provided herein, Landlord shall be entitled to all rights and remedies under the Original Amended Lease, at law and in equity, including, without limitation, the right to treat Tenant's failure to surrender the Surrendered Premises as a Default under the Original Amended Lease and/or as a holdover occupancy of the Surrendered Premises under the Original Amended Lease and Tenant shall be liable for payment of all sums and damages resulting from such holdover. No remedy or election hereunder by Landlord shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity.

23. **Authority.** Landlord represents and warrants to Tenant that Landlord and the person signing on its behalf are duly authorized to execute, deliver and perform this Agreement and that this Agreement constitutes its legal, valid and binding obligation, enforceable against Landlord in accordance with its terms. Tenant hereby represents and warrants to Landlord that Tenant and each person signing on its behalf is duly authorized to execute, deliver and perform this Agreement, and that this Agreement constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

[PAGE ENDS HERE—SIGNATURES ARE ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed on the date first above written.

LANDLORD:

MIM-HAYDEN I-95 INDUSTRIAL PARTNERS, L.P.

By: MIM-Hayden I-95 GP, LLC, its general partner

By: MIM-Hayden Real Estate Fund I, L.P., its sole member

By: Hayden Capital, L.P., a Delaware limited partnership, its general partner

By: Hayden Capital, LLC, a Delaware limited liability company, its general partner

By: _____

Name:

Title:

By: MIM Real Estate Company, LLP, a Pennsylvania limited liability partnership, its general partner

By: MIM Realty, LLC, a Pennsylvania limited liability company, its general partner

By: _____

Name:

Title:

TENANT:

ROCKTEINN CP, LLC

By: _____

Name: Gregory L. King

Title: Senior Vice President

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed on the date first above written.

LANDLORD:

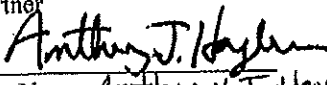
MIM-HAYDEN I-95 INDUSTRIAL PARTNERS, L.P.

By: MIM-Hayden I-95 GP, LLC, its general partner

By: MIM-Hayden Real Estate Fund I, L.P., its sole member

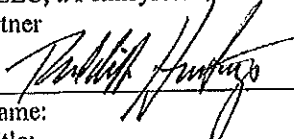
By: Hayden Capital, L.P., a Delaware limited partnership, its general partner

By: Hayden Capital, LLC, a Delaware limited liability company,
its general partner

By: 
Name: Anthony J. Hayden
Title: Principal

By: MIM Real Estate Company, LLP, a Pennsylvania limited liability
partnership, its general partner

By: MIM Realty, LLC, a Pennsylvania limited liability company,
its general partner

By: 
Name:
Title:

TENANT:

ROCKTENN CP, LLC

By: _____
Name: Gregory L. King
Title: Senior Vice President

EXHIBIT A
(see attached)

105 Commerce Drive
Aston, PA

Surrendered Premises (50,099 feet +/-)

Expansion Premises (21,124 feet +/-)

