

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (the "Agreement") is made as of March 1, 2014, by and between Legis Company, Inc. ("Landlord"), and Rock-Tenn Converting Company ("Tenant").

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions.

A. Landlord and Tenant entered into that certain Lease Agreement dated as of August 15, 2010 (the "Lease") for that certain real property and improvements located at 113 SE 22nd Street, Suite # 9, Bentonville, Arkansas 72712 (the "Premises").

B. Landlord and Tenant have entered into a new lease for the Premises commencing on February 1, 2014 and, in connection therewith, mutually desire to terminate the Lease as of said date pursuant to the terms hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

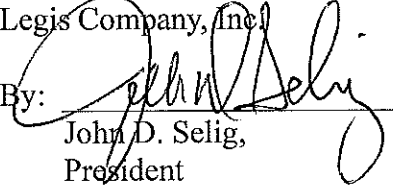
1. **Termination of Lease.** Landlord and Tenant hereby agree that the Lease and leasehold estate created thereby will terminate at 11:59 pm on February 28, 2014 (the "Termination Date").

2. **Mutual Releases.** Each party hereto shall remain fully liable and obligated to the other party hereto for all claims, actions, causes of actions, suits, proceedings, demands, damages, costs, expenses, judgments, liabilities, attorneys' fees and legal costs of any nature whatsoever (collectively, "Claims") which may be asserted by a third party unaffiliated with either party hereto against the other party hereto to the extent caused by the releasing party's breach of the Lease prior to the Termination Date. Notwithstanding anything contained herein, in the Lease, or in any other documentation between Landlord and Tenant to the contrary, Landlord and Tenant each hereby releases and forever waives and discharges the other party hereto, their respective subsidiaries and affiliated companies, and the respective officers, directors and employees of each, of and from any and all Claims, whether known or unknown, that each party hereto now has or may hereafter have against the other party hereto arising out of, under the terms of, or related to the Lease, other than those unaffiliated third party Claims referred to in the preceding sentence hereof. This release, waiver and discharge is binding on Landlord and Tenant, their subsidiaries and affiliated companies, and the respective officers, directors and employees of each.

3. **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto regarding the subject matter herein. This Agreement supersedes all prior negotiations, agreement, letters or other statements with respect to the subject matter herein. This Agreement may be modified only by a written instrument signed by the parties hereto.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above-written in one or more copies.

LANDLORD:

Legis Company, Inc.
By: 
John D. Selig,
President

TENANT:

Rock-Tenn Converting Company

By:  
John D. Stakel,
Senior Vice President