

## SECOND ADDENDUM TO LEASE AGREEMENT

**THIS SECOND ADDENDUM TO LEASE AGREEMENT** (the "Addendum") is made and entered into effective as of the 31<sup>st</sup> day of May 2014, by and between (i) **WINMAR CORPORATION**, with an address of Suite 208, Bakhaus Building, 1500 Leestown Road, Lexington, Kentucky 40511 (hereafter "Lessor") and (ii) **ROCKTENN CP, LLC**, a Delaware limited liability company, with an address of 504 Thrasher Street, Norcross, Georgia 30071 (hereafter "Lessee").

### WITNESSETH:

WHEREAS, Lessor and Lessee's predecessors-in-interest are parties to that certain Lease Agreement dated June 10, 2009, and extended by that certain Addendum To Lease Agreement dated February 3, 2011 (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 five (5) year extension of the extended term of the original Lease as set forth herein.

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 five (5) years beginning on June 1, 2014 and continuing through and including May 31, 2019 (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 during the first year of the Extended Term at the annual rate of two and 65/100 dollars (\$2.65) per square foot, payable in equal monthly installments of thirty five thousand six hundred sixteen and 00/110 dollars (\$35,616.00) per month, and in the amounts set forth below for years two (2) through five (5) of the Extended Term (the "Rent"):

Date	Sq. Ft.	Rate	Annual Rental	Monthly Rental
Year 2 6/1/15-5/31/16	\$2.76	SF	\$ 445,132.80	____\$ 37,094.40 per month
Year 3 6/1/16-5/31/17	\$2.87	SF	\$ 462,873.60	____\$ 38,572.80 per month
Year 4 6/1/17-5/31/18	\$2.98	SF	—\$ 480,614.40	\$ 40,051.20 per month

Year 5    6/1/18-5/31/19    \$3.10 SF    —\$ -499,968.00    \$ 41,664.00 per month

4. Notwithstanding anything to the contrary set forth in the Lease and this Addendum, on January 1, 2018 and at any time thereafter Lessee may terminate this Lease upon six (6) months prior written notice to Lessor.

5. 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.

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

**LESSOR:**

**LESSEE:**

**WINMAR CORPORATION** a  
Kentucky Corporation  
Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ROCKTENN CP, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_

John D. Stakel,  
Senior Vice President

*mhd*