

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

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

- 1) **Rental amount:** Beginning October 01, 2009 the "basic rental" for each year of the term of the Lease, Tenant shall pay, without demand, deduction or offset, as basic rent for the Leased Premises the annual sum of \$191,250.00, payable \$15,937.50 per month, beginning October 01, 2009.
- 2) **New Term:** The term of the Lease shall continue for a period of three (3) years, beginning on October 01, 2009 and ending on September 30, 2012 ("Term"), unless the Term is sooner terminated as provided in the Lease.
- 3) **Option to renew:** Tenant shall have the option to renew the Lease for a period of two (2) additional years provided that the "basic rental" rate shall increase by 5%. Tenant shall give written notice of its exercise of this option to renew on or before April 1, 2012.
- 4) **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, 2010 and thereafter, to cancel the Lease. On the Surrender Date (that date which is ninety (90) days after the date that the Landlord receives notice from Tenant of Tenant's intent to terminate the 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 \$95,625.00, (2) reimbursement of the unamortized portion of construction cost for the new restroom area (approximately \$8,800.00), and (3) reimbursement of the unamortized portion of Landlord's share of the floor densifying costs in the amount of \$13,428.50. Tenant shall vacate the Premises on the Surrender Date in accordance with the provisions of the Lease.
- 5) Landlord shall install at no cost to Tenant (but subject to the previous section hereof) one (1) restroom in the leased area, as specified in the previous quote by J.K. Ford Construction Company, a copy of which has been furnished to Tenant.
- 6) Landlord shall pay for one half (1/2) of the cost of floor scrubbing & densification as quoted by Questmark, a copy of which has been furnished to Tenant, up to a maximum cost of \$13,428.50.
- 7) 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. Landlord shall make a diligent effort to promptly repair all roof leaks, after Landlord has received written notice thereof from Tenant. Any provisions herein to the contrary notwithstanding, Landlord shall reimburse Tenant for any uninsured product damage exceeding \$2,000.00 up to a maximum of

**\$15,000.00 per occurrence, resulting from any roof leaks which have been reported to Landlord in writing by Tenant, but are not repaired within five (5) working days thereafter. To be eligible for this reimbursement, Tenant must notify Landlord within 72 hours of the occurrence of such damage. Landlord will only pay Tenant the actual cost of any damaged product.**

- 8) Except as provided in this Amendment, the Lease remains in full force and effect.**

**LANDLORD:**

**TENANT:**

**MULLINS DC, LLC**

**ROCK-TENN CONVERTING COMPANY**

By Thomas W. Cate

By: Gregory L. King *mld*  
Vice President

**Its Managing Member**