

REAL ESTATE LEASE

THIS LEASE (the "Lease") is made and entered this 24th day of February, 2009 to be effective as of February 24, 2009 (the "Commencement Date"), between L. PERRIGO COMPANY, a Michigan corporation, of 515 Eastern Avenue, Allegan, Michigan 49010 ("Landlord"), and MULTI PACKAGING SOLUTIONS, INC., a Delaware corporation, of 150 E. 52nd Street, 28th Floor, New York, New York 10022 ("Tenant").

Background

A. Landlord, as lessor, and The John Henry Company and JH Packaging, Inc. (subsidiaries of Tenant), as lessee, are parties to that certain Real Estate Lease dated June 30, 1999 concerning the Premises (as defined in Section 1(a) below)(the "Prior Lease"). Simultaneously with the execution of this Lease, Landlord and The John Henry Company and JH Packaging, Inc. have mutually terminated the Prior Lease effective as of the Commencement Date.

B. This Lease is entered into in connection with the execution of a supply agreement by and between Landlord and Tenant pursuant to which Tenant and its affiliates will produce and supply Landlord and its affiliates with various labels and other printed products (such supply agreement, as it may be amended from time to time, is referred to as the "Supply Agreement"). This Lease shall govern the Landlord's lease of the Premises to Tenant from and after the Commencement Date.

Agreement

1. Leased Premises; Term.

(a) Landlord leases to Tenant, and Tenant hires from Landlord, on the terms and subject to the conditions contained herein, a portion of that building (the "Building") commonly known as "Plant 6," located at 502 Eastern Avenue, Allegan, Michigan, which Building is situated on property legally described on attached Exhibit A. The portion of the Building leased is identified as the "John Henry square footage" on the floor plan attached as Exhibit B. That portion, together with all apparatus, fittings, and fixtures owned by Landlord and used in connection with the operation and maintenance of such space is collectively referred to as the "Premises." The Premises will not be segregated by demising walls, fence or otherwise, from other space used by Landlord within the Building. Additionally, the Premises will have a shared, and not a separate, secured, access to and from the adjacent parking lot.

(b) This Lease is for an initial term of one (1) year commencing on the Commencement Date, and ending at 11:59 p.m. on the date that is one year thereafter, unless sooner terminated as provided herein (the "Initial Term"). Provided that Tenant is not then in default, at the expiration of the Initial Term this Lease shall automatically renew on the same terms and conditions for up to two (2) successive periods of one-year each (each a "Renewal Term") unless Tenant provides to Landlord written notice of termination of this Lease at least ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and any Renewal Term(s) are sometimes referred to hereinafter as the "Term." The Term also includes any further extension during a phase-out supply period as set forth in Section 1(c)(i). This Lease shall be subject to encumbrances,

conditions, covenants, easements, restrictions and rights-of-way, whether or not of record, affecting the Premises, to such matters as might be disclosed by inspection or survey and to zoning ordinances and other laws, ordinances and regulations applicable to the Premises.

(c) Notwithstanding the foregoing and without limiting the other termination provisions of this Lease, this Lease shall automatically terminate upon the occurrence of either of the following:

(i) the expiration or termination of the Supply Agreement; provided, however, that if this Lease is in effect upon the commencement of a phase-out supply period under the Supply Agreement that begins upon the expiration or termination of the Supply Agreement and if Tenant is not otherwise in default hereunder, then, unless Tenant gives Landlord at least ninety (90) days prior written notice before the commencement of the phase-out supply period that Tenant does not desire to so extend the Term of this Lease, the Term of this Lease will automatically be extended on the same terms and conditions (including, without limitation, Tenant's payment of Base Rent and Additional Rent) for a period equal to the duration of such phase-out supply period under the Supply Agreement; and provided, further, that if such phase-out supply period extends beyond the last date set forth in Subsection 2(a)(iii), then monthly installments of Base Rent due hereunder for such period beyond the last date set forth in Subsection 2(a)(iii) shall be equal to the amount of the monthly installments of Base Rent last in effect under this Lease; or

(ii) the date that is thirty (30) days after the date on which Tenant ceases to produce printed products for Landlord upon the Premises.

(d) Tenant acknowledges that Landlord has not made any representation or warranty with respect to the condition of the Premises or with respect to the suitability or fitness of the Premises for the conduct of Tenant's Permitted Use (defined in Section 3 below).

2. Rent.

(a) Tenant shall pay the following to Landlord as annual base rent ("Base Rent"):

- (i) during the Initial Term, Base Rent will be zero;
- (ii) during the first Renewal Term, \$182,688 payable in monthly installments of \$15,224;
- (iii) during the second Renewal Term, \$189,084 payable in monthly installments of \$15,757.

Each monthly installment shall be payable in advance, without notice or demand, and without any setoff, abatement, deduction, reduction or counterclaim of any kind, on or before the first day of each calendar month during the Term at the address indicated above, or at such place as the Landlord shall from time to time designate.

(b) Additionally, Tenant shall pay to Landlord as additional rental due under this Lease those expenses and charges described in Sections 5(b) and 23. As used in this Lease, the term "Additional Rent" means the sums payable by Tenant to Landlord pursuant to the foregoing sentence, and all other sums due and payable from Tenant to Landlord under this Lease other than Base Rent. As used in this Lease, the term "Rent" includes Base Rent and Additional Rent. Unless otherwise noted in this Lease and except for utility costs pursuant to Section 23(a) below (which shall be billed by Landlord and paid by Tenant in accordance with past practices), Additional Rent is due and payable with the next monthly installment of Base Rent.

(c) Payments received from Tenant shall be applied by Landlord as follows: first, to any unpaid late charge; second, to accrued interest; third, to other charges due and unpaid; fourth, to Additional Rent; and fifth, to Base Rent.

(d) No payment by Tenant or receipt by Landlord of a lesser amount than the correct Rent due hereunder shall be deemed to be other than a payment on account; nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction; and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law or in equity provided.

3. Use of Premises. Tenant shall use and occupy the Premises only for producing printed products for use or purchase by Landlord or its affiliates, or both, provided, however, subject to Section 1(c)(ii), if there is any excess printing capacity at the Premises after Tenant utilizes the printing capacity at the Premises to produce printed products for Landlord and its affiliates on a first priority basis, then Tenant may use such excess printing capacity at the Premises to produce printed products for any other customers of Tenant or Tenant's affiliates so long as no such customer (and no affiliate of any such customer) is engaged in the business of manufacturing, marketing, selling or distributing any pharmaceutical or dietary supplement products with, or for sale or distribution with, a Store Brand, Private Label or Value Brand Label (as defined in the Supply Agreement) (such uses are referred to as the "Permitted Use"). Tenant shall not use or occupy the Premises for any other purpose without Landlord's prior written consent, which may be withheld for any reason. Tenant shall immediately notify Landlord in writing if Tenant ceases to produce printed products for Landlord or Landlord's affiliates upon the Premises. In addition:

(a) Tenant shall not use the Premises, or permit the Premises to be used, for the doing of any act or thing that constitutes a violation of any law, order, ordinance, or regulation of any government authority or that may be dangerous to life or limb; nor shall Tenant in any manner deface or injure the Premises, or permit any objectionable noise or odor or any hazardous material or contaminant to be emitted or spilled, except in accordance with this Lease, or permit anything to be done on the Premises tending to create a health hazard or nuisance or to disturb others or to injure the reputation of the Premises.

(b) Tenant shall at its expense promptly place and keep and occupy the Premises in compliance with (1) all laws, ordinances, orders or regulations affecting the Premises or its use or occupancy or any alterations Tenant has made to the Premises, and (2) the recommendations of any insurance company, inspection bureau or similar agency.

4. Condition of Premises. Tenant's entry into possession shall constitute conclusive evidence against Tenant that the Premises are in good order and satisfactory condition and suitable for the purposes for which they are leased at the time of entry. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the Premises except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Tenant has inspected the Premises, is thoroughly acquainted with their condition, and agrees to take the same "as is."

5. Maintenance and Repair.

(a) Tenant shall, at its expense, keep and maintain the Premises, and, except as set forth in subsection (b), each component of the Premises, and all of Tenant's property in the Premises, in a good and clean operating condition.

(b) Landlord shall keep and maintain the balance of the Building, the grounds surrounding the Building, and all building systems serving the Premises, in a good and clean operating condition. Landlord's obligations shall include, without limitation, roof repair and replacement, parking, landscaping, exterior and structural maintenance, repair and replacements, heating and air conditioning systems, electrical, plumbing, dust collection and sprinkler systems, any building security system and other components which serve both the Premises and the balance of the Building. Notwithstanding the foregoing, if the repair, replacement, or reconstruction is made necessary by the negligence or willful misconduct of Tenant, then Tenant shall be responsible for, and shall pay as Additional Rent, the entire cost not covered by insurance.

(c) Landlord and its contractors shall have the right (but not the obligation), at all reasonable times upon reasonable notice unless an emergency exists, to enter upon the Premises to make any repairs to the Premises required under subsection (a) to be made by Tenant but which Tenant has failed to perform, and to erect such equipment, including scaffolding, as is reasonably necessary to effect such repairs. Tenant shall reimburse Landlord therefor in accordance with the provisions of Section 11 if applicable. During the pendency of such repairs, Landlord shall use reasonable efforts to minimize any material interruption of Tenant's business; provided, that if such repairs by Landlord are required to remedy an emergency situation or to cure a breach or default by Tenant under this Lease, Landlord shall not be obligated to minimize such interference. Landlord shall not be liable to Tenant, except as otherwise expressly provided in this Lease, for any damage or inconvenience arising therefrom. Tenant shall not be entitled to any abatement or reduction of Rent by reason of any repairs, alterations or additions made by Landlord under this Lease.

6. Floor Load. Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot it was designed to carry and is permitted by law.

7. Alterations.

(a) Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements, or additions to the Premises. If Tenant desires to make any

alterations, improvements, or additions to the Premises, Tenant shall first submit to Landlord plans and specifications therefor and obtain Landlord's written approval thereof. Landlord shall not withhold or delay its approval of any non-structural alterations unless Tenant's proposal would be detrimental to the long-term value of the Premises. Any such approved alterations, improvements, or additions shall be made at Tenant's sole expense with such contractor or contractors as shall be approved by Landlord. Unless otherwise directed by Landlord in writing, no alterations, improvements, additions or physical changes made by Tenant shall be removed by Tenant from the Premises at the termination of this Lease. Unless Landlord notifies Tenant in writing to the contrary, all such alterations, improvements and additions must be left on the Premises at the end of the term.

(b) Tenant shall, before making any approved alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval therefor and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord, and Tenant agrees to carry and will cause Tenant's contractors and subcontractors to carry such worker's compensation, general liability, personal and property damage insurance as Landlord may require.

8. Covenant Against Liens. Nothing in this Lease shall authorize Tenant to, and Tenant shall not, do any act which will in any way encumber the title of Landlord in and to the Premises, nor shall the interest or estate of Landlord in the Premises be in any way subject to any claim whatsoever by virtue of any act or omission of Tenant. Any claim to a lien upon the Premises arising from any act or omission of Tenant shall be valid only against Tenant and shall in all respects be subordinate to the title and rights of Landlord, and any person claiming through Landlord, in and to the Premises. Tenant shall remove any lien or encumbrance on its interest in the Premises within 10 days after it has arisen; provided, however, that Tenant may in good faith contest any such item if it posts with Landlord a bond or other security deemed adequate by Landlord.

9. Tenant's Property. Tenant shall bring or keep property upon the Premises solely at its own risk, and Landlord shall not be liable for any damages thereto or any theft thereof. Tenant shall maintain a policy of insurance with a responsible insurance company satisfactory to Landlord against "all-risk" of loss to all such property and to all of Tenant's alterations, improvements or additions to the Premises, to the full extent of their replacement cost, which policy of insurance shall contain a clause or endorsement under which the insurer waives, or permits the waiver by Tenant of, all right of subrogation against Landlord, and its agents, employees, customers, invitees, guests, or licensees, with respect to losses payable under such policy, and Tenant hereby waives all right of recovery which it might otherwise have against Landlord, and its agents, employees, customers, invitees, guests, or licensees, for any damage to Tenant's property which is (or by the terms of this Lease is required to be) covered by a policy of insurance, except in the event that such damage results from the negligence or fault of Landlord, or its agents, employees, customers, invitees, guests or licensees. Any deductible amount included in such policy shall be treated as though it were recoverable under the policy.

10. Assignment and Subletting. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld for any reason:

- (a) assign, pledge or mortgage this Lease or any interest hereunder;
- (b) permit any assignment hereof by operation of law;
- (c) sublet the Premises or any part thereof; or
- (d) permit the use of the Premises by any party other than Tenant, its affiliates and their respective employees.

Landlord may condition such consent upon Tenant's continuing liability hereunder, and no consent by Landlord to an assignment or subletting shall be construed to relieve Tenant from obtaining Landlord's written consent to any further assignment or subletting.

11. Expenses of Enforcement; Landlord Costs.

(a) The losing party shall pay all reasonable attorneys' fees and expenses incurred by the winning party in enforcing any of the obligations under this Lease.

(b) If Landlord makes any expenditure or incurs any obligations for the payment of money, including, but not limited to, reasonable attorneys' fees and costs incurred in instituting, prosecuting or defending any action or proceeding in connection with any default by Tenant as defined in Section 12 hereof, such sums so paid or obligations incurred, together with interest at the rate set forth in Section 25(m), shall be paid by Tenant to Landlord upon demand.

12. Default.

(a) Events of Default By Tenant. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(i) The failure by Tenant to pay Rent or make any other payment required to be made by Tenant hereunder as and when due and the continuation of such failure for 14 days.

(ii) The abandonment of the Premises by Tenant or the vacation of the Premises by Tenant for 15 consecutive days (with or without the payment of Rent).

(iii) The making by Tenant of any assignment of this Lease or any sublease of all or part of the Premises, except as expressly permitted under Article 10 of this Lease.

(iv) The failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, if such failure continues for 30 days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within the 30 day period, no default shall be deemed to exist if Tenant commences the curing of the default promptly within such 30 day period and thereafter diligently prosecutes the same to completion and achieves the same within 60 days after the occurrence of such default. The 30 day notice described herein shall be in lieu of, and not in

addition to, any notice required under law now or hereafter in effect requiring that notice of default be given prior to the commencement of an unlawful detainer or other legal proceeding.

(v) Tenant's breach or default of any other agreement then existing between Tenant and Landlord (subject to any applicable cure periods).

(vi) The making by Tenant of any general assignment for the benefit of creditors, the filing by or against Tenant of a petition under any federal or state bankruptcy or insolvency laws (unless, in the case of a petition filed against Tenant, the same is dismissed within 30 days after filing); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises or Tenant's interest in this Lease or the Premises, when possession is not restored to Tenant within 30 days; or the attachment, execution or other seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease or the Premises, if such seizure is not discharged within 30 days.

(b) Landlord's Right To Terminate Upon Tenant Default. In the event of any default by Tenant as provided in subsection (a) above, Landlord shall have the right without notice or demand to Tenant to terminate this Lease or to terminate Tenant's right to possession of the Premises without terminating this Lease, in which event Landlord shall be entitled to receive from Tenant:

(i) Any unpaid Rent, and interest thereon, which had been earned at the time of such termination; plus

(ii) Any unpaid Rent, and interest thereon, which had been earned after the time of such termination until the time of award; plus;

(iii) The worth at the time of award of the unpaid Rent for the balance of the Term after the time of award; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in this Section, "worth at the time of award" shall be computed by discounting such amounts at 4% per annum. Landlord may, in collecting any amount owed it by Tenant under this subsection, effect a setoff against any money Landlord may owe to Tenant under any other agreement between Landlord and Tenant.

(c) Landlord's Right To Continue Lease Upon Tenant Default. In the event of a default of this Lease and abandonment of the Premises by Tenant, if Landlord does not elect to terminate this Lease as provided in subsection (b) above, Landlord may from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease. Without limiting the foregoing, Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due. Landlord may, but shall have no obligation to

relet all or any part of the Premises. In the event of such reletting, Landlord shall apply such proceeds first to pay to Landlord all costs and expenses of such reletting (including without limitation, costs and expenses of retaking or repossessing the Premises, removing persons and property therefrom, securing new tenants, including expenses for redecoration, alterations and other costs in connection with preparing the Premises for the new tenant, and if Landlord shall maintain and operate the Premises, the costs thereof) and receivers' fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and Landlord's interest under this Lease and any necessary or reasonable alterations; second, to the payment of any indebtedness of Tenant to Landlord other than Rent due and unpaid hereunder; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of any other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue.

(d) Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated to, make any payment or perform any such other act on Tenant's part to be made or performed, without waiving or releasing Tenant of its obligations under this Lease. Any sums so paid by Landlord and all necessary incidental costs, together with interest thereon at the lesser of the maximum rate permitted by law if any or 12% per annum from the date of such payment, shall be payable to Landlord on demand and Landlord shall have the same rights and remedies in the event of nonpayment as in the case of default by Tenant in the payment of Rent.

(e) Nonwaiver. Nothing in this Article shall be deemed to affect Landlord's rights to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damages under the indemnification clause or clauses contained in this Lease. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in the Lease provided. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the premises.

(f) Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of the Lease. In addition to the other remedies provided in the Lease, including the right to terminate Tenant's right of possession of the Premises and reenter and repossess the Premises and remove all persons and property from the Premises without terminating this Lease as provided in subsection (b), Landlord shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of the Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.

13. Bankruptcy.

(a) If following the filing of a petition by or against Tenant in a bankruptcy court Landlord shall not be permitted to terminate this Lease as herein above provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended (the "Bankruptcy Code"), then Tenant (including Tenant as Debtor-in-Possession) or any trustee for Tenant agrees promptly, within no more than 30 days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease, and Tenant agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court. Tenant's or the trustee's failure to assume this Lease within said 30 day period shall be deemed a rejection. Landlord shall thereupon immediately be entitled to possession of the Premises without further obligation to Tenant or the trustee, and this Lease shall be terminated, except that Landlord's right to damages for Tenant's default shall survive such termination.

(b) Tenant or any trustee for Tenant may only assume this Lease if (i) it cures or provides adequate assurance that the trustee will promptly cure any default hereunder, (ii) it compensates or provides adequate assurance that the Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's default, and (iii) it provides adequate assurance of future performance under this Lease by Tenant. In no event after the assumption of this Lease by Tenant or any trustee for Tenant shall any then-existing default remain uncured for a period in excess of 10 days. Adequate assurance of future performance of this Lease shall include, without limitation, adequate assurance (A) of the source of Rent required to be paid by Tenant hereunder, and (B) that assumption or permitted assignment of this Lease will not breach any provision hereunder. To adequately assure the source of Rent due under this Lease in such event, each person owning, directly or indirectly, through one or more entities, a 50% or more interest in Tenant or any assignee, whether through ownership of stock, partnership interest or otherwise, if any, shall personally guaranty the timely payment and performance of the obligations of Tenant hereunder by executing a Guaranty Agreement in form acceptable to Landlord.

14. Termination; Surrender of Possession. Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Tenant shall:

(a) Restore the Premises to the same condition in which they were in at the beginning of the Term, remove all of its personal property (including all signs, symbols and trademarks pertaining to its business) from the Premises and repair any damage to the Premises caused by such removal; and

(b) Surrender possession of the Premises to Landlord.

If Tenant shall fail or refuse to restore the Premises as herein above provided, Landlord may do so and recover its cost for so doing. If Tenant shall fail or refuse to comply with Tenant's duty to remove all personal property from the Premises upon the expiration or termination of this Lease, the parties hereto agree and stipulate that Landlord may, at its election: (a) treat such failure or refusal as an offer by Tenant to transfer title to such personal property to Landlord, in which event the title thereto shall thereupon pass under this Lease as a bill of sale; or (b) treat such failure or refusal as conclusive evidence, on which Landlord shall be entitled to

rely absolutely, that Tenant has forever abandoned such personal property. In either event, Landlord may, with or without accepting title thereto, keep or remove, store, destroy, discard or otherwise dispose of all or any part thereof in any manner that Landlord shall choose without incurring liability to Tenant or to any other person. In no event shall Landlord ever become or be charged with the duties of a bailee of any personal property of Tenant. The failure of Tenant to remove any personal property from the Premises shall forever bar Tenant from bringing any action or asserting any liability against Landlord with respect to any such property which Tenant fails to remove.

If Tenant shall fail or refuse to surrender possession of the Premises to Landlord upon termination or expiration of this Lease, Landlord may immediately, without notice, re-enter the Premises and dispossess all persons and effects therefrom, using such force as may be necessary. Landlord shall also be entitled to such other remedies as may be provided it by law or in equity.

15. Holding Over. Tenant acknowledges that its holding over beyond the time of the termination or expiration of this Lease will cause Landlord additional expense. If Tenant shall remain in possession of the Premises, or any part thereof, after the termination or expiration of this Lease, Tenant shall acquire no rights with respect to the Premises. Tenant shall, however, pay Landlord, as liquidated damages, twice the amount of Rent which would have been due for a like period of occupancy during the Term hereof; provided, however, that while Tenant shall accrue no rights with respect to the Premises, no liquidated damages shall be payable or imposed so long as (i) the Supply Agreement (or the phase-out supply period under the Supply Agreement that begins upon the expiration or termination of the Supply Agreement) is still in effect and has not expired or been terminated, (ii) Tenant is not in otherwise in default under this Lease, and (iii) Tenant is still producing printed products for Landlord or Landlord's affiliates upon the Premises. The provisions of this clause shall not operate as a waiver by Landlord of any right it may otherwise enjoy.

16. Eminent Domain. If all or any part of the Premises shall be taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be condemned or improved in a manner that requires the use of any part of the Premises, the Term of this Lease shall, at the option of Landlord, end as of the date of the actual taking.

In the event of a termination pursuant to this Section, current Rent shall be apportioned to the date of such taking, without apportionment to Tenant of any portion of the award or damages. Otherwise, this Lease shall remain in full force and effect without apportionment to Tenant of any portion of the award or damages. If the leasehold interest vested in Tenant by this Lease shall be condemned or taken in any manner, Landlord's obligations under this Lease shall terminate as of the date of such condemnation or taking.

17. No Waiver. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed. All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other rights or remedies allowed by law.

18. Destruction; Fire or Other Cause.

(a) Except as otherwise provided herein, if the Premises shall be rendered untenable by fire or other casualty, Landlord, at its option, may either terminate this Lease, or reconstruct and restore the Premises at its sole cost and expense (except to the extent such damage or destruction was caused by the negligence or willful misconduct of Tenant, in which event Tenant shall be responsible for such cost to the extent not covered by insurance), restore the Premises and make them tenable as soon as possible. If Landlord determines to reconstruct and restore the Premises, then Base Rent shall abate during the period of untenability.

(b) Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Premises.

19. Indemnification. Tenant agrees to protect, indemnify, hold harmless and defend Landlord and any mortgagee or ground lessor, and each of their respective partners, directors, officers, agents and employees, successors and assigns, from and against:

(a) any and all loss, cost, damage, liability or expense as incurred (including but not limited to reasonable attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to the use or occupancy of the Premises or any portion of the Premises by Tenant or its affiliates or the acts or omissions of their respective agents, employees, contractors, clients, invitees or subtenants except that caused by the sole active negligence of Landlord. Such loss or damage shall include, but not be limited to, any injury or damage to, or death of, Landlord's employees or agents, or to the extent not covered by insurance, damage to the Premises or any portion of the Premises.

(b) Notwithstanding anything to the contrary contained herein, nothing shall be interpreted or used to in any way affect, limit, reduce or abrogate any insurance coverage provided by any insurers to either Tenant or Landlord.

Notwithstanding anything to the contrary contained in this Lease, nothing herein shall be construed to infer or imply that Tenant is a partner, joint venturer, agent, employee or otherwise acting by or at the direction of Landlord.

20. Insurance.

(a) Property Insurance. Landlord shall procure and maintain "all-risk" property insurance, in amounts and coverages which are determined by Landlord to be commercially prudent. The proceeds of such insurance will be used for the repair or replacement of the Building, or Premises, as necessary, except that if this Lease is terminated following a casualty, all proceeds will be paid to Landlord.

(b) Liability Insurance. At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, general liability insurance applying to the use and occupancy of the Premises and the business operated by Tenant. Such insurance shall have a

minimum combined single limit of liability of at least \$5,000,000 per occurrence and a general aggregate limit of at least \$5,000,000. All such policies shall be written to apply to all bodily injury, property damage, and personal injury losses and shall be endorsed to include Landlord and its agents, beneficiaries, partners, employees, and any deed of trust holder or mortgagee of Landlord or any ground lessor as additional insureds. Such liability insurance may be written as any combination of primary policies and excess insurance policies not contributing with or secondary to any other insurance as may be available to the Landlord or additional insureds.

(c) Workers' Compensation Insurance. At all times during the Lease Term, Tenant shall procure and maintain Workers' Compensation Insurance in accordance with the laws of the state of Michigan.

(d) Policy Requirements. All insurance required to be maintained by Tenant shall be issued by insurance companies authorized to do insurance business in the state of Michigan. A Certificate of Evidence of Insurance (Accord 27) (or, at Landlord's option, copies of the applicable policies) evidencing the insurance required under this Article shall be delivered to Landlord on or prior to the Commencement Date. All such policies shall name Landlord and its successor in interest, assignee, mortgagee, if any, as additional insureds. No such policy shall be subject to cancellation or modification without 30 days prior written notice to Landlord and to any assignee deed of trust holder, mortgagee or ground lessor designated by Landlord to Tenant. Tenant shall furnish Landlord with a replacement certificate with respect to any insurance not less than 30 days prior to the expiration of the current policy. Tenant shall have the right to provide the insurance required by this Article pursuant to blanket policies, but only if such blanket policies expressly provide coverage to the Premises and the Landlord as required by this Lease.

(e) Waiver of Subrogation. Each party hereby waives any right of recovery against the other for injury or loss covered by insurance, to the extent of the injury or loss covered thereby. Any policy of insurance to be provided by Tenant pursuant to this Article shall contain a clause denying the insurer any right of subrogation against Landlord.

(f) Failure to Insure. If Tenant fails to maintain any insurance which Tenant is required to maintain pursuant to this Article, Tenant shall be liable to Landlord for any loss or cost resulting from such failure to maintain. Tenant may not self-insure against any risks required to be covered by insurance without Landlord's prior written consent.

21. Access to Premises. Landlord shall have the right to enter upon the Premises for the purpose of inspecting them, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, or making such repairs or alterations as it is obligated to make under the terms of this Lease or which Landlord may elect to perform following Tenant's failure to do so. In addition, Landlord's employees and agents will have continuing access to the Premises 24 hours a day, 7 days a week in the ordinary course of business consistent with past practices.

22. Taxes and Other Government Charges.

(a) Landlord shall pay, before any penalty or interest attaches, all general taxes, special taxes, lessee-user taxes, special assessments, and other governmental charges of

any kind whatsoever levied or assessed against or with respect to the Building at any time during the Term.

(b) Tenant shall pay before any penalty or interest attaches all personal property taxes levied or assessed against the personal property of Tenant located upon the Premises, and shall, upon written request, furnish to Landlord duplicate receipts thereof.

23. Utilities.

(a) The Premises are not separately metered for utilities. Landlord shall pay for all normal utility service to the Building except telephone and other telecommunication services, including all water, sewer, gas, light, power, rubbish removal (except production waste) and any other utilities and services (except telephone and other telecommunication services) supplied in, about or related to the Building, together with any taxes thereon, connection charges and deposits, and also shall pay for all electrical light bulbs, lamps and tubes in connection therewith. Tenant shall pay to Landlord, as Additional Rent, the portions of those costs, as shown on attached Exhibit C, incurred by Landlord under this Section. Tenant shall be responsible for obtaining and maintaining its own telephone and other telecommunication services for the Premises (including lines and equipment) and shall arrange for the provider of such services to bill Tenant directly for such services. Tenant shall be responsible for disposing of all production waste. Landlord reserves the right during the Term of this Lease to grant easements for public utility purposes on, over, or below the Premises without any abatement in Rent, provided that said easements do not unreasonably interfere with the normal operation of the business conducted by Tenant in the Premises.

(b) Landlord shall not be liable for any failure to furnish, stoppage of, or interruption in furnishing any of the services or utilities, when such failure is caused by accident, breakage, repairs, strikes, lockouts, labor disputes, labor disturbances, governmental regulation, civil disturbances, acts of war, moratorium or other governmental action, or any other cause beyond Landlord's reasonable control, and, in such event, Tenant shall not be entitled to any damages nor shall any failure or interruption abate or suspend Tenant's obligation to pay Rent required under this Lease or constitute or be construed as a constructive or other eviction of Tenant. Further, in the event any governmental authority or public utility promulgates or revises any law, ordinance, rule or regulation, or issues mandatory controls or voluntary controls relating to the use or conservation of energy, water, gas, light or electricity, the reduction of automobile or other emissions, or the provision of any other utility or service, Landlord may take any reasonably appropriate action to comply with such law, ordinance, rule, regulation, mandatory control or voluntary guideline without affecting Tenant's obligations hereunder. Tenant recognizes that any security services provided by Landlord at the Premises are for the protection of Landlord's property and under no circumstances shall Landlord be responsible for, and Tenant waives any rights with respect to, providing security or other protection for Tenant or its employees, invitees or property in or about the Premises.

24. No Broker. The parties agree that no broker brought about this Lease. Landlord and Tenant agree to indemnify and hold the other harmless against any brokerage claim whatsoever.

25. Miscellaneous.

(a) Notices. All notices, bills or statements required hereunder shall be in writing and shall be deemed to have been given, whether actually received or not, if either delivered personally or mailed by certified or registered mail to the parties at their addresses as set forth on the first page of this Lease. Either party may change its address for notices, bills or statements by giving notice of such change as herein above set forth.

(b) Tenant's Obligations; Successors and Assigns. Subject to Section 10 above, the covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

(c) Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant's paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Premises.

(d) Subordination; Attornment; Estoppel Certificate. This Lease shall, at the option of Landlord or its lenders, be subject and subordinate to the interest of the holders of any notes secured by mortgages on the Building or the Premises, now or in the future, and to all ground or underlying leases and to all renewals, modifications, consolidations, replacements and extensions thereof. While the provisions of this Section are self-executing, Tenant shall execute such documents as may be desired by Landlord or any mortgagee to affirm or give notice of such subordination. In turn, Tenant shall be entitled to receive the customary nondisturbance agreement from each such lender whereby the lender agrees to recognize Tenant's rights under this Lease following foreclosure so long as Tenant is not in default hereunder; provided, however that Tenant pays any and all fees and costs in connection with said nondisturbance agreement charged by said mortgagee or said mortgagee's attorney to Landlord, including without limitation actual attorney fees and expenses.

At the request of Landlord, Tenant shall within 10 days deliver to Landlord, or anyone designated by Landlord, a certificate stating and certifying as of its date (i) the date to which Rent and other charges under this Lease have been paid, (ii) whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof on the part of Tenant to be performed or complied with (and, if so, specifying the same), (iii) if such be true, that this Lease is unmodified and in full force and effect and Landlord is not in default under any provision of this Lease; and (iv) such other information as may reasonably be requested in connection with the Landlord-Tenant relationship established by this Lease.

(e) Entire Agreement. This Lease represents the entire agreement between the parties. It may not be amended, altered or modified unless done so in writing by both parties.

(f) Pronouns. Whenever in this Lease words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Lease that are singular shall be read as plural whenever the latter would so apply and vice versa.

(g) Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the state of Michigan that are applied to leases made and to be performed in that state. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

(h) Light or Air Rights. No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant under this Lease. The Landlord and Tenant agree, however, that this provision does not affect Tenant's right to exercise its rights under the Air Permit (defined below) or any addition to or revision of the Air Permit or of any other air permit with respect to the Premises.

(i) Third Parties. Landlord and Tenant acknowledge, and warrant and represent to each other, that there are no third-party beneficiaries to this Lease.

(j) Headings. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents hereof.

(k) Covenants and Conditions. All covenants and conditions contained herein are independent of one another. All of the covenants of Tenant contained herein shall, at the option of Landlord, be construed as both covenants and conditions.

(l) Americans with Disabilities Act. Tenant, at its own expense, shall comply and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Tenant's business within the Premises, and shall obtain all licenses, permits and the like required to permit Tenant to occupy the Premises. Tenant shall, at its sole cost and expense, take all action, including making any required alterations, necessary to comply with all requirements of the American with Disabilities Act of 1990, as modified and supplemented from time to time.

(m) Unpaid Rent. Unpaid monthly rental installments, or any portion thereof, and all other amounts due and owing Landlord from Tenant under this Lease, which remain unpaid for more than three days after due, shall bear interest at the per annum rate of 15%. Tenant's obligation to pay Rent that is accrued but unpaid shall survive the expiration or termination of the Term.

(n) Landlord Liability. Anything herein to the contrary notwithstanding, the liability of Landlord and any other party which holds any interest in Landlord for negligence, failure to perform lease obligations or otherwise under or in connection with this Lease shall be limited to each of their respective interests in the Premises. Tenant shall neither seek to enforce nor enforce any judgment or other remedy against any other asset of Landlord, or any party that holds any interest in Landlord. In any claim made by Tenant against Landlord alleging that Landlord has acted unreasonably where Landlord had an obligation to act reasonably, Tenant shall have no right to recover damages from Landlord and Tenant's sole and exclusive recourse against Landlord shall be an action seeking specific performance of Landlord's obligation to act reasonably.

26. Environmental Matters.

(a) Definitions.

(i) “Hazardous Substances” includes any compounds, materials or substances which are regulated or become regulated under any Environmental Laws (defined below), including, without limitation, those compounds, materials or substances regulated under (i) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USCA § 9601, *et seq.*, or Part 201 of the Michigan Natural Resources and Environmental Protection Act, as amended, MCLA § 324.20101, *et seq.*; (ii) the Resource Conservation and Recovery Act, as amended, 42 USC § 6901, *et seq.*, or Part 111 of the Michigan Natural Resources and Environmental Protection Act, as amended, MCLA § 324.11101, *et seq.*; (iii) the Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, (iv) the Clean Air Act, as amended, 42 USC 7401, *et seq.*; or containing (v) polychlorinated biphenyls (PCBs); (vi) asbestos; (vii) radioactive material, flammable explosives or biological material; or (viii) gasoline, oil, diesel fuel or other petroleum products.

(ii) “Environmental Laws” includes any current or future federal, state and local environmental, health, safety and/or sanitation statutes, laws, including common laws (including trespass and nuisance), rules, regulations, ordinances, orders, rulings and interpretations, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 USC § 9601, *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 USC § 6901, *et seq.*; the Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*; the Clean Air Act, as amended, 42 USC 7401, *et seq.*; and all parts contained within the Michigan Natural Resources and Environmental Protection Act, as amended, MCLA § 324.101, *et seq.* (“NREPA”)

(iii) “Losses” includes all claims, actions, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in the value of the Premises, damages for the loss of or restriction on the use of rentable or usable space or of any amenity of the Premises), all sums paid for the settlement of claims, consultants’ fees, experts’ fees, reasonable attorneys’ fees, and all costs and expenses incurred in connection with investigation, remediation, cleanup or corrective actions, including laboratory fees.

(b) Covenants.

(i) Tenant’s Compliance with Environmental Laws. At all times during the term of this Lease, Tenant shall conduct and maintain its operations on the Premises in compliance with applicable Environmental Laws, including, but not limited to, (A) applying for and maintaining all permits, licenses, approvals, and authorizations required for Tenant’s operation of its business on the Premises, except for the WW Permit (defined below), (B) submitting all notices and reports required by Environmental Laws, and (C) maintaining all records, plans, and other documents, and conducting all inspections, required by Environmental Laws, with the exception of any reports and inquiries required by MCL 324.20126. Tenant shall not perform, fail to perform, or otherwise allow any actions on the Premises that would cause Landlord to be in violation of Environmental Laws. Upon Landlord’s request, Tenant shall provide Landlord with copies of any information regarding environmental issues, such as

materials, wastes, and emissions inventories or information necessary for Landlord to complete any reports or filings required under applicable Environmental Laws.

(ii) Use of Hazardous Substances. Tenant shall not cause nor allow any Hazardous Substances to be used, stored, generated, handled, managed or transported to or from the Premises except as necessary for the operation of Tenant's business activities thereon and in compliance with applicable Environmental Laws. If any such Hazardous Substance constitutes a hazardous waste or liquid industrial waste under applicable Environmental Laws, Tenant, prior to operating on the Premises, shall apply for and receive from the appropriate regulatory authorities proper waste identification and generator numbers, and shall not use Landlord's waste identification and generation numbers.

(iii) Right of Entry. Landlord shall have the right, upon reasonable cause and reasonable advance notice to Tenant and in a manner that does not unreasonably interfere with the conduct of Tenant's business, to enter and inspect the Premises for purposes of investigating a potential or actual violation of Environmental Laws. During such inspection, Landlord shall have the right to collect samples and conduct tests as the Landlord may determine, in its sole discretion, to be necessary or advisable in connection with the investigation. Landlord shall pay for the cost of any such investigation, subject to applicable indemnification obligations of Tenant contained in this Lease.

(iv) Remedial or Corrective Actions. Tenant, at its expense, shall perform any remedial or corrective actions necessary to remedy, cure, and correct any violation of Environmental Laws by Tenant. Tenant shall not at any time perform any such remedial or corrective actions nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims related to any such violations in any way connected with the Premises without first notifying the Landlord and affording the Landlord ample opportunity to appear, intervene, or otherwise appropriately assert and protect Landlord's interests in such a matter.

(v) Notice to Landlord. Tenant shall notify Landlord immediately upon becoming aware of any discharge or release of a substance at or from the Premises that may be subject to a requirement of notification to any government agency under any Environmental Laws, and shall cooperate with Landlord if Landlord provides any notification or undertakes any response to such discharge or release.

(vi) Storm Water. Tenant shall at all times operate the Premises so that the Premises constitutes a "no exposure" facility. No action taken or permitted by Tenant or any affiliate of Tenant, or any party acting by or through them, shall result in the exposure of industrial materials and activities to rain, snow, snowmelt, and/or runoff. Industrial materials or activities include, but are not limited to, material handling equipment or activities, industrial machinery, raw materials, intermediate products, by-products, final products, or waste products. No action taken or permitted by Tenant or any affiliate of Tenant, or any party acting by or through them, shall prevent the issuance or reissuance, or cause the revocation of, a "No Exposure Certification" (or any similar permit or approval designed to provide an exclusion from NPDES permitting for storm water discharges associated with industrial activity) for the Premises or the buildings and land of which the Premises are a part.

(vii) Permits.

(A) Air Permit. Tenant acknowledges that during the term of this Lease, it shall, at its expense, obtain, maintain in effect, and comply with all conditions of all air permits necessary for Tenant's operation of its business at the Premises, including those required by the Michigan Department of Environmental Quality – Air Quality Division and by applicable Environmental Laws, specifically Part 55 of Michigan's NREPA and its rules.

(B) Wastewater Discharge Permit.

(1) Tenant acknowledges that Landlord is authorized under a single wastewater discharge permit, identified as Perrigo Company wastewater discharge permit No. 3, issued by the City of Allegan to discharge industrial wastewater and sanitary sewage to the City of Allegan sewer system from all of Landlord's facilities in Allegan, Michigan, including discharges from Plant #6, within which the Premises are located. Tenant further acknowledges receipt, prior to the execution of this Lease, of a copy of this wastewater discharge permit ("WW Permit"), which is attached to this Lease as Exhibit D.

(2) At Tenant's expense, Tenant shall have the right to discharge process wastewater from its operations conducted on the Premises (hereafter referred to as "Process Wastewater") and sanitary sewage from the Premises (hereafter referred to collectively with the Process Wastewater as "Wastewater") pursuant to the Landlord's discharge authority under the WW Permit, provided that such discharges are in compliance with this Lease and applicable Environmental Laws and do not cause a violation, independently or in combination with Landlord's discharges under the WW Permit, of any term, limit or provision of the WW Permit or applicable Environmental Laws, including without limitation the City of Allegan Sewer Use Ordinance ("Sewer Use Ordinance").

(3) Tenant acknowledges that there is a dedicated sewer pipe emanating from Plant 6 which is designed to carry Wastewater from Plant 6 exclusively ("Plant 6 Pipe"). Wastewater from Plant 6 shall not contain constituents or characteristics that exceed the daily maximum limits set forth on Exhibit E to this Lease ("Limits"). Tenant's discharges of Process Wastewater from the Premises shall comply with the Limits. Tenant acknowledges that the Limits apply on a daily basis to any given sample and are not an average or a composite.

(4) Once each month Tenant, at its expense, shall collect grab samples and make measurements of Wastewater from a sample point on the Plant 6 Pipe designated by Landlord and from any other appropriate discharge point(s) within Tenant's operations to monitor compliance with the Limits. The samples shall be analyzed for all of the constituents and characteristics for which there are limits set forth on Exhibit F. Tenant shall promptly notify Landlord first verbally and then in writing of any exceedances of or other deviations from the Limits. Tenant shall provide a copy of the sample results to Landlord upon Landlord's request.

(5) With respect to its operations on the Premises, in addition to the other covenants in this Lease, Tenant shall comply with all of the terms and provisions of the WW Permit, except for the requirements specifically related to monitoring,

maintenance of records with respect to the monitoring requirements, and required communications to the City of Allegan, such as requesting a permit renewal and fulfilling reporting obligations. By way of example and not by way of limitation, Tenant, at its expense, shall comply with the terms of the WW Permit regarding prohibited discharges, dilution, proper disposal of pretreatment sludge, and right of entry.

(6) Tenant shall promptly notify Landlord first verbally and then in writing of any discharge or potential discharge of Wastewater at or from the Premises that has, will, or may cause a violation or potential violation of the WW Permit or applicable Environmental Laws, including without limitation the Sewer Use Ordinance. By way of example and not by way of limitation, Tenant shall provide Landlord with adequate notice of and information regarding any discharge of Wastewater by Tenant that Landlord would need to communicate or report to the City of Allegan as an upset, unanticipated bypass, accidental discharge, or hazardous waste discharge under the WW Permit.

(7) Upon Landlord's request, Tenant shall provide any information that Landlord requests regarding Wastewater discharged from the Premises, specifically including, without limitation, information that the Landlord may need in order to apply for a renewal, extension, or amendment to the WW Permit or a new permit, or to respond to an inquiry made or action initiated by the City of Allegan or other regulatory authority with respect to the WW Permit. Such information shall include, without limitation, any production records, pretreatment records, and studies and sampling and discharge records.

(8) Tenant acknowledges that the WW Permit expires on October 1, 2009. To Landlord's knowledge, the WW Permit will be renewed on substantially the same terms and conditions. Landlord will use its best efforts to obtain such renewal. In the event that the WW Permit is not renewed or is terminated or revoked at any time, Landlord shall have no responsibility or liability to Tenant for such changed circumstances, and Tenant, at its expense, shall be responsible for making alternative arrangements to handle the Process Wastewater discharged from the Premises. Tenant further acknowledges that the contents of the WW Permit, including the effluent limits, are subject to change by the City of Allegan, Michigan Department of Environmental Quality, or other regulatory authority. Tenant further acknowledges that such changes may require the Landlord to decrease, eliminate, or otherwise adjust the Limits. Landlord shall provide Tenant with notice of any such changes, and Tenant shall comply with such changes.

(c) Indemnification.

Tenant agrees to protect, indemnify, hold harmless, and defend Landlord, its officers, directors, shareholders, successors and assigns from, against and with respect to all Losses (as defined in Section 26(a) above) resulting from or arising out of any of the following: 1) the failure of Tenant or any of its affiliates to comply with any of its obligations under the Lease, 2) any release of Hazardous Substances caused or allowed by Tenant or any of its affiliates, 3) any failure by Tenant or any of its affiliates to comply with the requirements of any existing or required environmental permit. Without limiting the foregoing, the scope of this indemnity shall specifically include any fines, penalties, surcharges, or other costs resulting from the failure of Tenant or any of its affiliates to comply with their obligations related to the

permits, as described in Section 26(b)(vii) above. Landlord agrees to protect, indemnify, hold harmless and defend Tenant and its affiliates and their officers, directors, shareholders, successors and assigns from, against, and with respect to Losses other than those for which the Tenant or its affiliates are responsible as described above, resulting from Landlord's violations of Environmental Laws relating to the Premises. These indemnification obligations shall survive the expiration or earlier termination of this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the date first written above.

L. PERRIGO COMPANY, a Michigan
corporation

By _____

Its _____

LANDLORD

MULTI PACKAGING SOLUTIONS, INC.,
a Delaware corporation

By _____

Its _____

TENANT

- Exhibit A — Description of Premises
- Exhibit B — Site Plan
- Exhibit C — Utilities
- Exhibit D — Wastewater Permit
- Exhibit E — Wastewater Limits

EXHIBIT A

Legal Description

All that certain parcel of land located in the City of Allegan, County of Allegan, and State of Michigan, described as follows:

The North 40 acres of the following described land, to-wit:

Commencing at a point 40 rods East of the Southwest corner of the Southwest quarter of Section 27, Town 2 North, Range 13 West, running thence East 90 rods, thence North 160 rods, thence West 90 rods, thence South 160 rods to the place of beginning.

And the following parcel of land, to-wit:

Commencing at the Southwest corner of Section 27, Town 2 North, Range 13, West, thence East on the South Section line 660.31 feet, thence North 0°45'13" East on the East right-of-way line of Eastern Avenue 1356.91 feet to the place of beginning of this description, thence North 0°45'13" East 100.0 feet, thence North 89°49'15" East 600.0 feet, thence South 0°45'13" West 100.0 feet, thence South 89°49'15" West 600.0 feet to the place of beginning.

EXHIBIT B

Site Plan

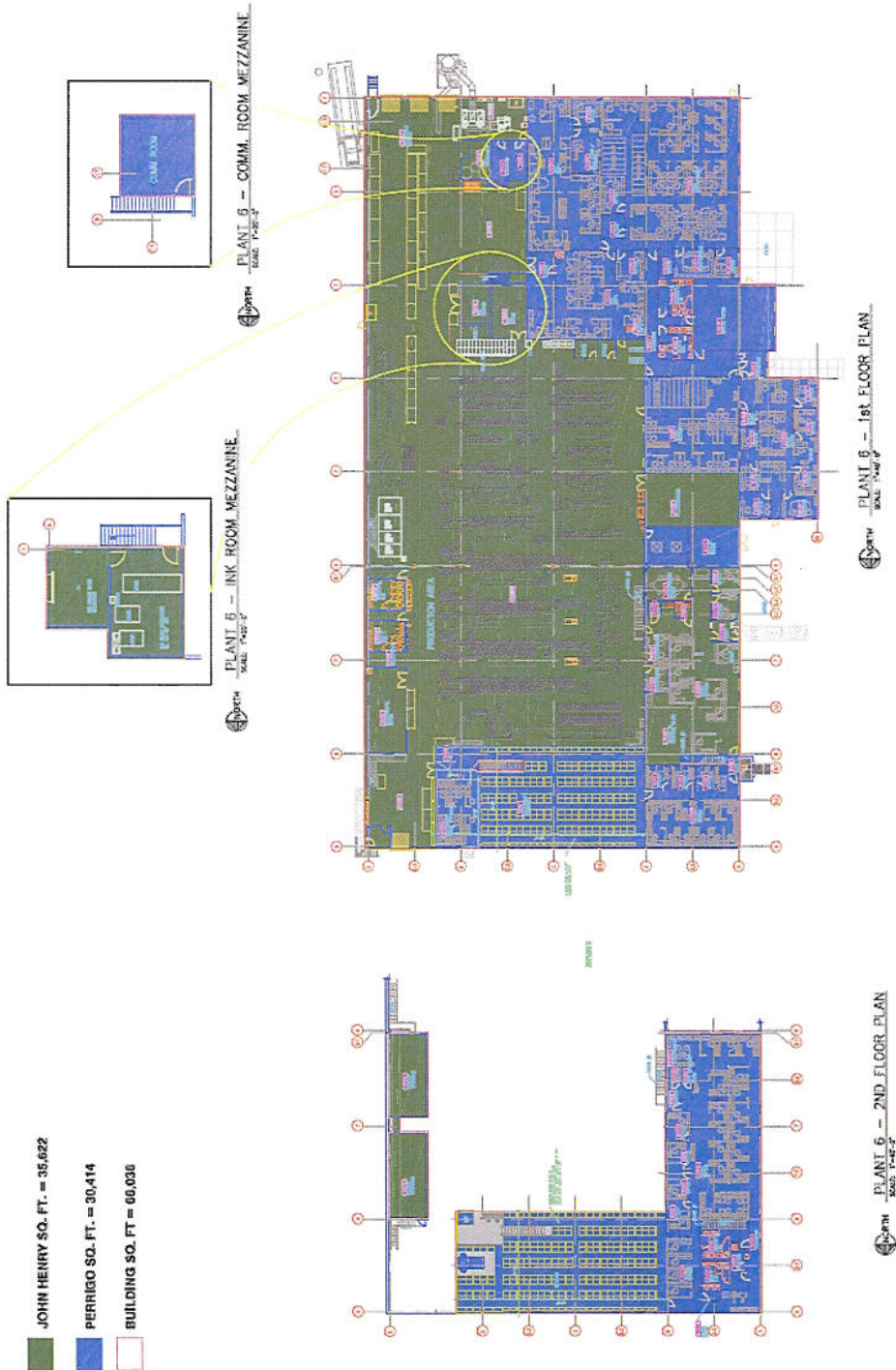


EXHIBIT C

Utilities

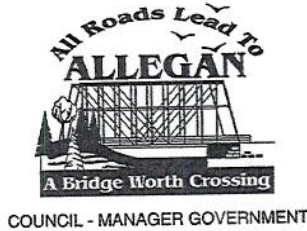
The Building is separately metered for water, gas and sewer usage. Tenant's portion of the utility charges for water, gas and sewer shall be 100% of the utility bills for those utility services charged to the Building (Tenant and Landlord acknowledge that the Premises constitute a portion of the Building and not the entire Building). At Landlord's request, Tenant will have the applicable utilities bill Tenant directly for water, gas and sewer usage at the Building and Tenant will pay such bills directly to the applicable utilities and provide Landlord with a copy of the paid invoices. The Building is not separately metered for electric utility usage; rather, electric utility service to the Building is measured by a meter that covers the Building and several other plants of Landlord. Tenant's portion of the electric utility charges shall be equal to that percentage of the electric utility bills for electricity charged to the Building and such other plants of Landlord covered by the same electric meter that is proportionate to the ratio of the square footage of the Premises to the total square footage of the Building and the other plants of Landlord covered by such meter. Such percentage is 3.44% as of the Commencement Date. Consistent with past practice, any cost increase from any of the Landlord's providers of the above-mentioned utilities will be passed on to Tenant.

The installation of any separate utility meters for the Premises shall be subject to the prior mutual written agreement of Tenant and Landlord. Tenant shall be responsible for the payment of all utility charges that are separately metered for the Premises.

EXHIBIT D

Waste Water Permit

Office of
Wastewater Treatment



112 Locust Street
Allegan, Michigan
49010-1390
Phone (269) 686-1117
Fax (269) 673-7323

Perrigo Company Wastewater Discharge Permit (No. 3)

Company Name: L. Perrigo Company
Division Name: Plant #5
Mailing Address: 502 Eastern Avenue
Allegan, MI 49010

Facility Address: Plant #5 Facility
538 Eastern Avenue
Allegan, MI 49010

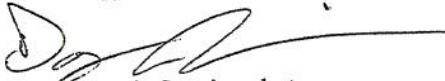
Facilities Contact: Eric Harrison, Engineering Director

The above permittee is authorized to discharge industrial wastewater to the City of Allegan Sewer System in compliance with the City's Ordinance, section 29-121 and following of the Allegan City Code, as amended, and any applicable provisions of Federal or State laws or regulations, and other conditions set forth herein.

This permit is granted in accordance with the plans, specifications and other data submitted to the City on June 30, 2008, on file in the office of the Wastewater Superintendent.

Effective Date of Permit: October 1, 2008
Permit Expiration Date: October 1, 2009

Permit Approved By:


Doug Sweeris, Superintendent
Allegan Wastewater Plant

Part I – Wastewater Discharge Limitations and Monitoring Requirements

- A. During the period beginning on permit issuance and lasting until permit expiration, permittee is authorized to discharge wastewaters to the City of Allegan sanitary sewer system. Such discharges shall be limited and monitored by the permittee as follows:

Characteristics:	Daily Max. Limit	Monthly Average	Sample Frequency	Sample Type
B.O.D	5000 lbs	3600 lbs	Daily	24 hr. Comp.
pH	>6.0 s.u. & <11.5 s.u.		Daily	Grab*
Suspended solids	3300 lbs	2300 lbs	Daily	24 hr. Comp.
Total Phosphorus	10 mg/l	10 mg/l	Monthly	24 hr. Comp.
Hydraulic Loading	340,000 gal.	200,000 gal.	Daily	Totalizer
Fats, Oils, & Grease	50 mg/l		1 x 6 months	Grab
Arsenic	0.5 mg/l		1 x 6 months	24 hr. Comp.
Total Cadmium	0.05 mg/l		1 x 6 months	24 hr. Comp.
Total Chromium	2.00 mg/l		1 x 6 months	24 hr. Comp.
Hexavalent Chromium	0.1 mg/l		1 x 6 months	24 hr. Comp.
Total Copper	1.00 mg/l		1 x 6 months	24 hr. Comp.
Total Lead	0.40 mg/l		1 x 6 months	24 hr. Comp.
Total Zinc	3.0 mg/l		1 x 6 months	24 hr. Comp.
Silver	5.0 mg/l		1 x 6 months	24 hr. Comp.
Mercury	0.2 ug/l EPA method 245.2		1 x 6 months	24 hr. Comp.
Acetone	20.7 mg/l	8.2 mg/l	1 x 6 months	Grab
n-Amyl Acetate	20.7 mg/l	8.2 mg/l	1 x 6 months	Grab
Ethyl Acetate	20.7 mg/l	8.2 mg/l	1 x 6 months	Grab
Isopropyl Acetate	20.7 mg/l	8.2 mg/l	1 x 6 months	Grab
Methylene Chloride	3.0 mg/l	0.7 mg/l	1 x 6 months	Grab

- B. For compliance purposes monitoring shall be performed at the following location:

PLANT #5 FACILITY – EASTERN AVENUE LIFT STATION

Note: Part I A. may require two (2) or more sets of limitations including: (1) interim or final limits. (e.g., a facility covered by 2 sets of regulations with compliance schedules 2 years apart), or (2) multiple categorical limits (e.g., a facility utilizing metal finishing and metal die casting operations).

Part II – Standard Conditions – (PROHIBITED DISCHARGES)

The permittee shall comply with all the general prohibitive discharge standards in section 29-127 of the City's Sewer Use Ordinance. These prohibitions include that no person shall discharge or cause to be discharged into the sewage system any wastes containing any of the following substances of which exhibit the following characteristics:

* Permittee shall monitor the pH on their discharge continuously and report all violations to the City as they become aware of them. Violations for pH shall be constituted by the pH exceeding the permittee's discharge limits while discharge to the sanitary sewer is present, violation condition shall not exist if there is no industrial flow to the sanitary sewer. Permittee shall report only one daily grab sample for pH taken at the sample at the Eastern Ave. lift station, the sample shall be taken while industrial flow is present.

- (a) pollutants that create a fire or explosion hazard in the sewage system, including but not limited to pollutants that result in wastewater with a closed cup flashpoint of less than 140 degrees F or 60 degrees C;
- (b) wastewater having a corrosive property capable of causing damage to the structure, equipment or employees of the sanitary sewer system, including but not limited to wastewater with a pH less than the limit set forth in section 29-129(b);
- (c) solid or viscous substances that may obstruct the flow in a sewer or otherwise cause interference with the operation of the sanitary sewer system including, but not limited to, grease, oils, fats or wax, whether emulsified or not, which may become viscous or solidify at temperatures between 32 degrees F and 150 degrees F; garbage with particles greater than 1/4" in any dimension, insoluble, solid or viscous substances such as but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, tar, feathers, plastics, wood, hair, fleshings, etc.; inert suspended solids (such as, but not limited to, sodium chloride and sodium sulfate) in unusual concentrations; or any material which can be disposed of as trash;
- (d) wastewater that has a temperature less than 32 degrees F or that inhibits biological activity in the sanitary sewer system including, but not limited to, any wastewater that causes the influent to the treatment plant to exceed 40 degrees C (104 degrees F) or any wastewater or vapor having a temperature higher than 60 degrees C (140 degrees F) at the point of entrance to the sanitary sewer system;
- (e) petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that cause interference or pass-through, including, but not limited to, amounts in excess of limits set forth in section 29-129(a);
- (f) pollutants that result in the presence of gases within the sanitary sewer system that:
 - (1) cause an odor nuisance, or
 - (2) cause workplace conditions in violation of any applicable workplace health or safety standard;
- (g) hauled waste, except for hauled waste that:
 - (1) consists only of domestic wastewater unless specifically authorized by the City pursuant to policies and procedures established by the City, and
 - (2) is discharged at a point designated by the City;
- (h) color, as from but not limited to, dyes, ink, vegetable tanning solutions, etc., shall be controlled to prevent light absorbency which would interfere with treatment plant process or that prevent analytical determinations;
- (i) discharge that would result in excess foaming during the treatment process (excess foaming is any foam which in the opinion of the Superintendent is a nuisance to the treatment works);
- (j) waste not typically discharged to a sanitary sewer system unless specifically authorized by the City pursuant to policies and procedures established by the City;
- (k) any substance that may cause the sanitary sewer system's treatment residues, sludges or scums to be unsuitable for reclamation and reuse, that cause interference with the reclamation process, or inhibits the marketing of treated sewage sludge;
- (l) any wastewater that contains radioactive wastes, except when:

- (1) the user is authorized to use radioactive material by the U.S. Nuclear Regulatory Commission or other governmental agency with authority to regulate the use of radioactive materials, and
- (2) the wastewater is discharged in compliance with the regulations of the U.S. Nuclear Regulatory Commission and any other applicable local or state regulations;
- (m) any storm water, surface water, ground water, roof runoff, subsurface drainage, non-contact cooling water, or other unpolluted water except as approved by the City;
- (n) anti-freeze, motor oil, brake fluid, transmission fluid, cleaning solvents, oil based paint, and paint thinner;
- (o) any non-domestic wastewater before the City has approved a notice of intent submitted according to section 29-170;
- (p) any mass, concentration or volume of a substance in excess of the amount allowed in the user's wastewater discharge permit; and
- (q) any substance which may create a public nuisance, cause hazard to life or prevent entry into the sewers or maintenance and repair.

RIGHT OF ENTRY

The permittee shall allow the City or its representatives, exhibiting proper credentials and identification, to enter upon the premises of the permittee for the purpose of inspection, sampling, or records inspection.

RECORDS RETENTION

- a) The permittee shall retain and preserve for no less than three (3) years, any records, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling and chemical analysis made by for in behalf of the permittee in connection with its discharge.
- b) All records that pertain to matters that are the subject of special orders or any other enforcement of litigation activities brought by the City shall be retained and preserved by the permittee until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

CONFIDENTIAL INFORMATION

Except for data determined to be confidential under section 29-141 of the City's sewer use ordinance, all reports required by this permit shall be available for public inspection at the office of the Wastewater Superintendent.

RECORDING OF RESULTS

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information and provide the weekly sampling results by the 10 th of the following month:

- a) the exact place, date and time of sampling;
- b) the dates the analysis were performed;
- c) the person(s) who performed the analysis;
- d) the analytical techniques of methods used; and
- e) the results or all required analysis.

DILUTION

No permittee shall increase the use of potable or process water or, in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit. The City may impose mass limitations on permittees who use dilution to meet applicable pretreatment standards or requirements, or in other cases where the imposition of mass limitations is appropriate.

PROPER DISPOSAL OF PRETREATMENT SLUDGE AND SPENT CHEMICALS

The disposal of sludge and spent chemicals generated shall be done in accordance with Section 405 of the Clean Water Act and subtitles C and D of the Resource Conservation and Recovery Act.

SIGNATORY REQUIREMENTS

All reports and analysis required by this permit must be certified by a principal executive officer of the permittee, or his designee.

REVOCATION OF PERMIT

The permit issued to the permittee by the City may be revoked when, after inspection, monitoring or analysis, it is determined that the discharge of wastewater to the sanitary sewer is in violation of federal, state or local laws, ordinance, or regulations. Additionally, falsification or intentional misrepresentation of data or statements pertaining to the permit application or any other required form, shall be cause for permit revocation.

LIMITATION ON PERMIT TRANSFER

Wastewater Discharge Permits are issued to a specific user for a specific operation and are not assignable to another user or transferable to any other location without the prior written approval of the City and the provision of a copy of the existing Wastewater Discharge Permit to the new user. Sale of a user shall obligate the purchaser to seek prior written approval of the City for continued discharge to the sewer system.

FALSEIFYING INFORMATION OR TAMPERING WITH MONITORING EQUIPMENT

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, may result in punishment under the criminal laws of the City, as well as being subjected to civil penalties and relief.

MODIFICATION OR REVISION OF THE PERMIT

- a) The terms and conditions of this permit may be subject to modification by the City at any time as limitations or requirements as identified in the City's sewer use ordinance are modified, or other just cause exists.
- b) This permit may also be modified to incorporate special conditions resulting from the issuance of a special order.
- c) The terms and conditions may be modified as a result of U.S. EPA promulgating a new federal pretreatment standard.
- d) Any permit modifications which result in new conditions in the permit shall include a reasonable time schedule or compliance if necessary.

DUTY TO REAPPLY

This permit and the authorization to discharge shall expire at midnight October 1, 2008. The permittee shall apply for reissuance of this permit not less than sixty (60) days prior to termination by submitting a request for its reissuance together with a Baseline Monitoring Report.

In order to receive authorization to discharge beyond the date of expiration, the permittee must also submit such information to the Wastewater Treatment Plant no later than sixty (60) days prior to the date of expiration.

SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or the applications of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

PROPERTY RIGHTS

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any invasion of personal rights, nor any infringement of federal, state or local regulations.

NEW SOURCE COMPLIANCE DEADLINE

New sources shall install and have in operation condition, and shall "start-up" all pollution control equipment required to meet applicable Pretreatment Standards before beginning to discharge. Within the shortest time feasible (not to exceed 90 days), New Sources must meet all applicable Pretreatment Standards.

APPLICABLE PENALTIES

The City has the authority to seek or assess civil or criminal penalties to the maximum allowed by law per day for each violation by the permittee of the limitations contained in this permit.

TERMINATION OF SERVICE

The City has the authority to terminate water and/or sewer service for violations of the Sewer Use Ordinance, or in emergency situations.

PART III - REPORTING REQUIREMENTS

PERIODIC COMPLIANCE REPORT

In accordance with 40CFR 403.12 (e) and section 29-174 of the City's sewer use ordinance, the permittee shall, after the effective date of the permit, submit to the City reports indicating the nature and concentration of pollutants in the effluent which are limited by the standards specified in Part I of the permit. The periodic compliance report is due by each June 30 and December 31.

Data obtained through sampling and analysis reported in the periodic compliance report must be performed during the period covered by the periodic compliance report and must be representative of the conditions occurring during the reporting period. All analysis shall be performed in accordance with the methods indicated in 40CFR Part 136 and amendments thereto.

If the permittee monitors for any pollutant more frequently than required by this permit, in accordance with 40CFR Part 136 or other EPA approved methods, the results of such monitoring shall be submitted with the applicable periodic compliance report.

If sampling by the permittee indicates a violation of Part I of this permit, the permittee shall notify the City within 24 hours of becoming aware of the violation. The permittee shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City within 30 days after becoming aware of the violation.

90-DAY COMPLIANCE REPORT

A 90-day compliance report must be submitted by a categorical significant industrial user within 90 days following the date for final compliance with applicable categorical pretreatment standards or, in the case of a new source, within 90 days following the commencement of discharge.

ACCIDENTAL DISCHARGE REPORTING

The permittee shall notify the City immediately upon discharge that could cause problems to the sanitary sewer system on any slug discharge as outlined in section 19-178 of the City's sewer use ordinance, as amended. A written report shall be submitted to the City within five (5) days of the occurrence, containing the following information:

- a) The date and time of the violation;
- b) The cause of the violation;
- c) The anticipated time the violation is expected to continue; and
- d) The actions that are proposed to be taken to eliminate the violation from occurring again.

UPSET OR UNANTICIPATED BYPASS

The permittee shall notify the City within 24 hours of the first awareness of an upset or unanticipated bypass experienced by the permittee of its treatment that places the discharge in temporary noncompliance with the wastewater discharge limitations contained in this permit or other limitations specified in the City's sewer use ordinance. A written report shall be submitted to the City within five (5) days of the occurrence, containing the following information:

- a) A description of discharge and cause of noncompliance / bypass
- b) The period of noncompliance including exact dates and times or, if not corrected, the anticipated time the noncompliance / bypass is expected to continue; and
- c) The steps being taken and / or planned to reduce, eliminate and prevent reoccurrence of the noncompliance / bypass.

SIGNIFICANT CHANGE IN SEWER USE

The permittee shall notify the City prior to the introduction of new wastewater or pollutants or any significant change in sewer use or characteristics of the wastewater being introduced into the City's sanitary sewer system from the user's process. Formal written notification shall be submitted 90 days prior to such introduction. Significant change in sewer use is defined as an increase in the concentrations of pollutants discharged by 20% over those reported on the baseline monitoring report.

HAZARDOUS WASTE DISCHARGE REPORTING REQUIREMENT

The permittee shall notify the City, the Michigan DEQ, and U.S. EPA-region V of any discharge into the treatment plant of a substance which is considered a hazardous waste under 40CFR Part 261. Notification is required within one hundred eighty (180) days of the listing date of the hazardous substance, whichever is later. A report is also required 90 days after new federal or state regulations define as hazardous waste substances that a permittee discharges in quantities making the permittee subject to section 29-179 of the sewer use ordinance.

COMPLIANCE SCHEDULE

No later than fourteen (14) days following each date in the compliance schedule outlined in Part IV, the permittee shall submit a progress report to the City. This report must indicate whether or not the increment of progress was met on the date, the reason(s) for any delay, and what steps are being taken by the permittee to return to the schedule established.

MONITORING MANHOLE

The permittee shall report completion of its sampling / monitoring manhole unless waived by the Wastewater Superintendent.

SUBMITTAL OF REPORTS

All reports shall be submitted to the following address:

Allegan Wastewater Plant
c/o Wastewater Superintendent
350 North St.
Allegan, MI 49010

PART IV – SPECIAL CONDITIONS / COMPLIANCE SCHEDULE

The City of Allegan reserves the right to require an industrial monitoring manhole contingent upon future monitoring results.

COMPLIANCE SCHEDULE - (N/A)

COMBINED WASTESTREAM FORMULA - (N/A)

WASTE CHARACTERISTICS STUDY - (N/A)

EXHIBIT E

Wastewater Limits

<u>Discharge Characteristics</u>	<u>Daily Maximum Limit</u>
B.O.D.	5000 lbs.
pH	>6.0 s.u. and <11.5 s.u.
Suspended Solids	3300 lbs.
Total Phosphorus	10 mg/L
Hydraulic Loading	340,000 gal.
F.O.G.	50 mg/L
Total Phenols	Report mg/L
Arsenic	0.5 mg/L
Barium	BDL
Total Cadmium	0.05 mg/L
Total Chromium	2.00 mg/L
Hexavalent Chromium	0.1 mg/L
Total Copper	1.00 mg/L
Total Lead	0.40 mg/L
Selenium	BDL
Total Zinc	3.0 mg/L
Silver	5.0 mg/L
Mercury	0.2 ug/l EPA method 245.2
Acetone	20.7 mg/l
n-Amyl Acetate	20.7 mg/l
Ethyl Acetate	20.7 mg/l
Isopropyl Acetate	20.7 mg/l
Methylene Chloride	3.0 mg/l

00035 (100) 400092.10 - FINAL