

INDUSTRIAL BUILDING LEASE

BETWEEN

CHERRY HILL NINE LLC
An Illinois Limited Liability Company, LESSOR

and

SMURFIT-STONE CONTAINER ENTERPRISES, INC.

DATED: JUNE 8, 2007

LESSEE COPY

INDEX TO COVENANTS AND CONDITIONS
OF
INDUSTRIAL BUILDING LEASE

	<u>Page</u>
I. Description of Leased Premises and Term.....	
II. Signature Page.....	
 <u>Section</u>	
1. Term.....	
2. Base Rent	
3. Use	
4. Condition of Leased Premises.....	
5. Upkeep of Leased Premises	
6. Possession	
7. Warranties; Lessor's Construction.....	
8. Environmental Warranty.....	
9. Parking Area and Docks	
10. Taxes, Utility and Other Charges.....	
11. Alterations and Additions	
12. Casualty.....	
13. Insurance	
14. Holding Over	
15. Reserves and Security Deposit	
16. Protest of Claim	
17. Lien Litigation.....	
18. Condemnation.....	
19. Warranty of Quiet Enjoyment.....	
20. Indemnification	
21. Assignment or Subletting.....	
22. Lessee's Events of Default	
23. Remedies	

<u>Section</u>	<u>Page</u>
24. Waiver of Lien	
25. Abandonment or Reletting.....	
26. Subordination of Interest.....	
27. Signs.....	
28. Estoppel Certificate.....	
29. Lessor's Access.....	
30. Build to Suit Work Letter Agreement.....	
31. Notices	
32. Warrant of Authority.....	
33. Governing Law	
34. Amendment.....	
35. Recordation.....	
36. Lessor's Title	
37. Captions	
38. Brokerage	
39. Limitation of Lessor's Liability	
40. Invalidity of Particular Provisions	
41. Financial Information.....	
42. Renewal Options	
43. Intentionally Deleted	
44. Right of First Refusal	
45. Force Majeure	
46. Cooperation re EJ&E - Lessor Recapture	

ATTACHMENTS

Exhibit A - Site Plan - Dated 5-30-07
 Exhibit B - Legal Description
 Exhibit C - Memorandum of Lease Commencement
 Exhibit D - Building Specifications for Smurfit Stone dated 6-5-07
 Exhibit E - Construction Completion and Warranty Agreement
 Exhibit F - Office Plan
 Exhibit G - Lessee Improvements
 Exhibit H - Construction Schedule
 Exhibit I - Cherry Hill Rail Park Site Plan

INDUSTRIAL BUILDING LEASE

LESSOR

CHERRY HILL NINE LLC
5060 River Road
Schiller Park, Illinois 60176

LESSEE

SMURFIT-STONE CONTAINER
ENTERPRISES, INC.
Six CityPlace Drive
Creve Coeur, MO 63141

LEASED PREMISES

In consideration of the rents and covenants herein stipulated to be paid and performed, and upon the terms and conditions hereinafter specified, Lessor hereby demises and leases to Lessee, and Lessee hereby demises and leases from Lessor, for the term hereinafter described, the Building and property located at the 17.67 net acre site located south of I-80 along Gougar Road at 2251 Berens Drive in the Cherry Hill Rail Business Park in New Lenox, Illinois, consisting of a Building to be constructed by Lessor of approximately Three Hundred Fifty-Five Thousand Three Hundred Sixty-Three (355,363) square feet as described on the Site Plan attached hereto as Exhibit A (the "Building"), together with all rights, privileges, easements, appurtenances and immunities belonging to or in any way pertaining thereto, including, without limitation, the use of any roadways, parking lots or areas, ingress and egress to and from public roadways, all rights of the Parcel Owner applicable to such property pursuant to the CCR's (as defined below) and unfettered access to the loading docks located at the 17.67 acre parcel commonly known as 2251 Berens Drive, New Lenox, Illinois, legally described on Exhibit B attached hereto ("the Leased Premises").

This is a net Lease for an initial term of twelve (12) years and six (6) months commencing at 12:01 a.m. on February 4, 2008, or such later date that the Leased Premises are Substantially Completed (as defined in Section 30 of the Lease Covenants and Conditions) and ready for occupancy by Lessee.

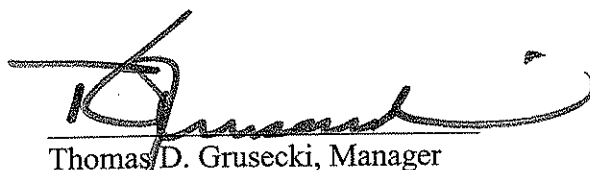
The Leased Premises are demised and leased subject to the terms and conditions contained in the LEASE COVENANTS AND CONDITIONS consisting of 38 pages numbered i-ii and 1-38, and Lease Exhibits A, B, C, D, E, F, G, H and I, attached hereto and tendered to Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have for themselves, their successors and assigns, entered into this Lease on the 8th day of June, 2007 (the "Effective Date") (incorporating therein all of the terms and conditions contained in said LEASE COVENANTS AND CONDITIONS), by the officers of the respective parties pursuant to Corporate authority first had and obtained. (Executed in quadruplicate.)

LESSOR

CHERRY HILL NINE LLC
5060 River Road
Schiller Park, Illinois 60176

By:


Thomas D. Grusecki, Manager

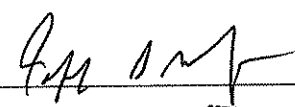
Attest:



LESSEE

SMURFIT-STONE CONTAINER
ENTERPRISES, INC.
Six CityPlace Drive
Creve Coeur, MO 63141

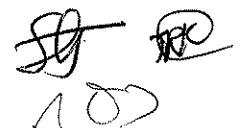
By:



JEFFREY S. BEYERSDORFER
VICE PRESIDENT AND TREASURER

Attest:




100

LEASE COVENANTS AND CONDITIONS

DATE OF LEASE

June 8, 2007

TERM

Twelve (12) Years and Six (6) Months

SECURITY DEPOSIT

None

1. TERM AND CONTINGENCIES. Subject to the terms, covenants, agreements and conditions contained herein, Lessee shall have and hold the Leased Premises for a term ("Term") of twelve (12) years and six (6) months commencing on the Commencement Date (as hereinafter defined). "Commencement Date" shall mean the later of (i) February 4, 2008 or (ii) the date the Leased Premises have been Substantially Completed (as defined in Section 30 below) and are ready for occupancy as provided herein. Lessee shall, provided it has delivered the required insurance certificates as provided in Section 13 below, be given access to the Leased Premises two (2) months prior to the Commencement Date for purposes of Lessee's equipment set-up and power distribution. Lessee shall not interfere with Lessor's completion of the Improvements to the Leased Premises.

If the Commencement Date of this Lease shall be a day other than the first day of a calendar month, then the Term shall be deemed extended by the number of days between the Commencement Date of this Lease and the first day of the first calendar month following the Commencement Date of this Lease, so that the Term shall expire twelve (12) years and six (6) months after such first day of the first calendar month following the Commencement Date of this Lease. In such case, the Lessee shall pay pro-rata rent, in advance, for the period from the Commencement Date of this Lease to the first day of the following calendar month. On and after the first day of such following calendar month, the Lessee shall pay the rent provided in this Lease.

Notwithstanding the foregoing, subject to force majeure, and provided Lessee does not delay Lessor, if Lessor fails to deliver Substantial Completion for the entire Leased Premises by March 4, 2008, the Lessee shall be entitled to additional rent abatement of one day of rent for each day Lessor is delayed in delivering possession to Lessee.

Lessee's obligation to lease the Leased Property is contingent upon the contingencies set forth below being waived or satisfied, in Lessee's sole discretion, on or before the date provided for below (the "Contingency Period"). Lessee may terminate this Lease at any time by written notice to Lessor if Lessee determines, in Lessee's sole discretion, that the contingency set forth below will not be satisfied by the expiration of the Contingency Period. Lessee shall have the right to extend the date provided for one month upon written notice to Lessor provided prior to the expiration of the Contingency Period and certification to Lessor that Lessee is continuing to pursue the contingency provided below in good faith. The contingencies provided for below shall be deemed to be not satisfied unless Lessee, within the Contingency Period notifies Lessor in writing that such contingency has been satisfied or waived.

(i) Title and Survey. Within forty-five (45) days from the Effective Date, Lessor shall deliver to Lessee a copy of any surveys, subdivision plats or other plats or unrecorded private indentures, restrictions, regulations or instruments related to the Leased Premises, in Lessor's

possession, together with a proposed set of covenants, conditions and restrictions for a subdivision including the Leased Premises (the "Proposed CCR's"). Within such forty-five (45) day period, Lessee may order: (i) a current title insurance commitment (the "Title Commitment") for leasehold owner's extended coverage title policy, in an amount of coverage acceptable to Lessee and underwritten by a title insurance company acceptable to Lessee, showing the status of the title of the Leased Premises and all exceptions thereto, including, without limitation, encumbrances, liens, adverse claims, easements, restrictions, rights of way, covenants, reservations and all other conditions, if any affecting the Leased Premises, including the Proposed CCR's, together with complete and legible copies of all instruments referred to in the Title Commitment as conditions or exceptions to the title of the Leased Premises and copies of the most recent tax bills for the Leased Premises, committing the title company to issue such a Title Policy to Lessee that is acceptable to Lessee; and (ii) a current ALTA survey of the Leased Premises ("Survey") certified to Lessee and Title Company in form and content acceptable to Lessee, prepared by a surveyor licensed in the state of Illinois who is approved by Lessee ("Surveyor").

(ii) Subdivision. Within sixty (60) days of the Effective Date, Lessor shall provide to Lessee a proposed subdivision plat of the Leased Premises (the "Proposed Conceptual Subdivision Plat"). The Proposed Conceptual Subdivision Plat shall be prepared by a licensed Illinois surveyor at the expense of Lessor, and shall show the Leased Premises as a proposed legally existing lot in conformance with all applicable laws, ordinances, rules and regulations. Nothing herein is intended or shall be deemed to diminish Lessor's covenant in Section 30 to request and obtain all necessary legal approvals of a final recordable subdivision plat showing the Leased Premises as a lot in conformance with all applicable laws, ordinances, rules and regulations and consistent with the Proposed Subdivision Plat.

(iii) Approvals. Within 180 days from the Effective Date, Lessee shall have received written evidence from Lessor that Lessor has obtained, on behalf of Lessor and Lessee, all governmental, quasi-governmental and private approvals and permits necessary or desirable to develop, construct upon and operate the Leased Premises for the Lessee's intended use, in form and substance acceptable to Lessee in accordance with Lessee's requirements, including, but not limited to, building permits, conditional use permits, site plan approvals, utility approvals, rail service approvals, zoning and environmental approvals, including any environmental approvals required pursuant to any federal, state or local environmental laws or regulations. The permits and approvals referred to in this paragraph shall be referred to herein collectively as "Project Approvals." For the purposes of this Section, the Project Approvals shall not be deemed to have been "obtained" until each of the same has become final and non-appealable, and any periods for challenge to the same (or other conditions to final effectiveness) shall have expired.

(iv) Rail Park Work. Within 180 days from the Effective Date, Lessor will provide written evidence to Lessee of legally accessible rail service to the Leased Premises through the Elgin, Joliet and Eastern Railway (EJ&E). An interior rail spur has been included per the attached site plan. All costs (hard and soft) necessary to deliver rail shall be paid by the Lessor and are included in the Base Rents.

Lessor recognizes that rail service (in accordance with the attached site plan and building specifications), is essential to Lessee's operations. Lessee shall have the right to terminate this transaction in the event Lessor cannot deliver the proposed rail spur within six (6) months of Substantial Completion. Lessee shall enter into the standard form of spur track agreement currently in use by the EJ&E and reasonably approved in advance by Lessor and Lessee.

2. RENT.

2.1 Base Rent. Lessee covenants to pay to Lessor in equal monthly installments on or before the first day of each month in advance, and without any deductions or setoff whatsoever, during the Term of the Lease, the Base Rent as set forth below, and to pay the same to Lessor, Cherry Hill Nine LLC, c/o Matthew J. Grusecki, at Northern Builders, Inc., 5060 River Road, Schiller Park, Illinois, 60176, via electronic fund transfer to an account designated by Lessor at LaSalle Bank National Association, or at such other place or to such other person as Lessor or his agent may designate to Lessee in writing, in lawful money of the United States of America.

Payments shall be as follows:

<u>Years of Lease</u>	<u>Monthly Base Rent</u>	<u>Monthly Allowance Rent</u>	<u>Monthly Total Rent</u>
Months 1-3	N/A	\$15,438	\$ 15,438
Months 4-12	\$104,240	15,438	119,678
Months 13-24	106,325	15,438	121,763
Months 25-36	108,451	15,438	123,889
Months 37-48	110,620	15,438	126,058
Months 49-60	112,833	15,438	128,271
Months 61-72	115,089	15,438	130,527
Months 73-84	117,391	15,438	132,829
Months 85-96	119,739	15,438	135,177
Months 97-108	122,134	15,438	137,572
Months 109-120	124,576	15,438	140,014
Months 121-132	127,068	15,438	142,506
Months 133-144	129,609	15,438	145,047
Months 145-150	132,201	15,438	147,639

The above payments are based upon initial annual Base Rent of Three Dollars and Fifty-Two Cents (\$3.52) per square foot of the interior shell of the Building space estimated at approximately Three Hundred Fifty-Five Thousand Three Hundred Sixty-Three (355,363) square feet and includes an allowance the office portion of the Improvements in the amount of Eight Hundred Thirty-Five Thousand Dollars (\$835,000) (the "Office Allowance"). The increase in Base Rent over the Term reflects an increase of two percent (2%) per annum.

In addition, Tenant shall be entitled to an allowance for the warehouse portion of the Improvements in the amount of One Million Five Hundred Thousand Dollars

(\$1,500,000.00) (the "Warehouse Allowance"), for which the Allowance Rent is set forth above.

Lessor and Lessee acknowledge that the square footage of the Building has been estimated by Lessor based upon the information available to Lessor. Within ten (10) days following Substantial Completion (as defined in Section 30), Lessor shall deliver to Lessee notice of the precise rentable square footage of the interior shell of the Building and the Leased Premises as determined by a certification from Lessor's Architect (as defined in Section 30) and copies of all supporting documentation concerning the Lessor's determination of the rentable square footage of the interior shell of the Building and Leased Premises. The Base Rent payable under this Lease shall all be adjusted, based upon the rentable square footage of the interior shell of the Building as determined by the Architect, multiplied by \$3.52 per square foot. Lessor and Lessee will, promptly following Lessee's receipt of Lessor's notice and supporting documentation, execute a Memorandum of Lease Commencement, in the form attached hereto as Exhibit C, setting forth the rentable square footage of the interior shell of the Building and the Leased Premises, the Base Rent payable under the Lease, Monthly Base Rent (as defined below), and Lessee's Pro Rata Share (as defined in Section 5.1 below).

As provided above, Monthly Base Rent shall abate for the first three (3) months of the Lease Term. Lessee shall be responsible for expenses, taxes and insurance pursuant to the Lease during the abatement period.

3. USE. During the Term, the Leased Premises shall be used by Lessee exclusively for the following purposes: office, distribution center, warehouse, storage, manufacturing and processing of paper products and miscellaneous related products with rail service and for other lawful uses.

During the Term, Lessee shall not:

- (a) commit, suffer or permit waste or damage to the Leased Premises;
- (b) permit the accumulation of waste or refuse on or about the Leased Premises;
- (c) load the floors in excess of the loading criteria specifications per final as built architectural drawings;
- (d) cause any lien to attach against the Leased Premises;
- (e) keep or use on the Leased Premises any inflammable or explosive materials or liquid except as may be necessary for use in the business of the Lessee, and in such case such substances shall be delivered, and stored in amount and used subject to normal and reasonable standards of care by Lessee; and

- (f) permit or cause Hazardous Materials (as hereinafter defined) to be generated, released, stored, buried or deposited over, beneath, in or on the Leased Premises from any source whatsoever, except that Lessee may use, general and/or store on the Leased Premises, those Hazardous Materials as may be necessary for use in the business of Lessee, and in such case such Hazardous Materials shall be delivered and stored and used by Lessee in accordance with applicable Environmental Laws (as hereinafter defined). For purposes of this Lease, Hazardous Materials shall mean and include any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC Section 9601 et seq.), the Resource Conservation and Recovery Act (42 USC Section 6903 et seq.), or any other applicable federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree (collectively "Environmental Laws") relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material that is now or at any time hereafter in effect, including, without limitation, asbestos, oil and petroleum products, and PCBs.

4. CONDITION OF LEASED PREMISES. No representations, except as are contained herein, have been made to Lessee respecting the condition of the Leased Premises. Lessor shall deliver the Leased Premises to Lessee and Lessor shall complete construction as provided in Section 30 below to complete the Improvements as more fully set forth in Exhibit D, attached hereto and made a part hereof. During the Term, Lessee's use and occupancy shall comply materially with all applicable laws, ordinances and regulations which relate to the Leased Premises, subject, however, to Lessor's obligation hereunder and Lessee's rights to contest such matters to the extent expressly provided by law.

Lessee's taking possession of the Leased Premises for commercial operation of its business (as per Section 30 below) shall be conclusive evidence that the Improvements were in good order and repair when Lessee took possession, except for those Punch List Items (as defined in Section 30).

5. UPKEEP OF LEASED PREMISES.

5.1. Lessee Obligations

(a) Except for (i) the Lessor Obligations stated in Section 5.2 below, and except to the extent arranged to be performed by "Manager" (defined in Section 5.2 below) pursuant to Section 5.2 below, and (ii) to the extent arising out of breach by Lessor of its obligations under Section 30 below, Lessee shall, at its cost and expense, keep the Leased Premises, including the mechanical, electrical, interior rail track, rail equipment and switches within the Leased Premises, plumbing, HVAC, fire protection, fire alarm interior and exterior doors and hardware and dock equipment, and parking areas, properly maintained and in good repair; maintaining the floor, the floor caulking and the finish of the floors; replacing all broken glass with glass of the same size and quality; replace when necessary mechanical

components and systems in and about the interior and exterior Leased Premises; and keep the Leased Premises in good repair and in a clean and healthful condition according to all applicable laws and ordinances at the direction of proper public officers, during the Term of this Lease at Lessee's expense. Lessee is responsible for the maintenance, repair and replacement of all track and track equipment identified as Segment C in Exhibit I, attached hereto and made a part hereof.

(b) Lessee shall, without limiting its obligations under this Section 5, have and keep in force a commercially reasonable maintenance contracts providing for inspection and preventative maintenance of the HVAC equipment, fire alarm and loading dock equipment.

(c) During the Term, Lessee shall be responsible for and pay, directly to the manager of Lessor, the cost of operating, managing, and maintaining the interior and exterior of the Leased Premises (except the exterior painting of the Building in the first six (6) years of the Term), including, but not limited to snow removal from parking lot and sidewalks within the Leased Premises landscaping, irrigation, the cost of casualty and rent loss and liability insurance and any other insurance carried on the Leased Premises by Lessee and Lessor pursuant to Section 13 (Lessor agrees that it will not obtain insurance that is duplicative of the insurance Lessee is required to obtain pursuant to this Lease); monitoring cost and maintenance of the fire alarm or any other alarm services; all utilities serving the Leased Premises; and management fees equal to 1% of the gross rental (collectively, "Lessee's Expenses").

(d) Lessee shall also be responsible, pursuant to payment of assessments under the CCR's, for Lessee's prorata share of association fees for reasonable maintenance of common areas and common driveways, insurance on common areas, reasonable maintenance of monument signs and common area detention ponds, landscaping, irrigation, sanitary lift station, maintenance and operations, snow plowing, real estate taxes and protests for taxes, association management, labor and supervision, and other general maintenance items not already included in Lessee's Expenses (collectively, the "Association Items"). Association Items shall not include all structural or foundation repairs or replacements, repairs or replacements of exterior walls and roof repairs and other expenses incurred solely with respect to the Leased Premises, but shall include Rail Costs as defined and provided in the CCRs for the segment of side track serving the Leased Premises and any side track providing access and use to the Leased Premises. The CCR's shall provide that following the end of each calendar year, the trustees thereunder shall provide to Lessee a statement disclosing Lessee's Pro Rata Share of Association Items based on actual expenses. The CCR's shall further provide that Lessee or its authorized agent shall have the right, at Lessee's sole cost and expense, to inspect and audit such trustees' records with respect to Lessee's Pro Rata Share of Association Items.

(e) Upon termination of this Lease for any reason, Lessee will yield up the Leased Premises to Lessor in good condition and repair except for ordinary wear and

obsolescence and deliver the keys therefor at the place of payment of Monthly Base Rent. All damages or injury to the Leased Premises and to its fixtures, appurtenances and equipment caused by Lessee moving property in or out of the Building or by installation or removal of furniture, fixtures or other property, short circuits, flow or leakage of water, steam, illuminating gas, sewerage or by frost or by bursting or leaking of pipes or plumbing works or gas, or from any other kind or nature whatsoever due to carelessness, omission, neglect, or improper conduct of Lessee, its servants, employees, agents, visitors or licensees shall be repaired, restored or replaced promptly by Lessee at its sole cost and expense to the reasonable satisfaction of Lessor. Provided, however, that nothing herein is intended to modify or diminish Lessor's obligation to complete the work pursuant to Section 30 below, and provided further that, any such work performed by Lessor or under the supervision of Lessor shall be deemed satisfactory. All of the aforesaid Lessee repairs, restorations and replacements performed by Lessee shall be in quality and type equal to the original work (as defined in Section 30 below), reasonable wear and tear and casualty excepted. If Lessee fails to make required repairs, restorations, or replacements within a reasonable time, and such failure continues for thirty (30) days after written notice from the Lessor, then same may be made by Lessor at the expense of the Lessee and shall be paid by the Lessee within thirty (30) days after rendition of a bill or statement therefor. In the case of non-payment by Lessee, such amount shall be additional rent.

(f) Lessee shall not place a load upon any floor of the Leased Premises exceeding the floor load per square foot which such floor was designed to carry, which floor load the parties shall agree to in connection with the approval of the Approved Plans and Specifications (as that term is defined in Section 30 below). No vehicles other than automobiles shall be allowed in the car parking area.

5.2. Lessor Obligations.

(a) Lessor shall maintain the Leased Premises with regard to the repair, replacement and maintenance of the foundation, floor slab, roof structure, exterior walls and structural elements of the Building, provided said repairs are not caused by Lessee's abnormal use or neglect.

Lessor shall, during the Term and any extension thereof, repair and replace the roof structure and roof membrane. Lessor shall obtain, for the benefit of and assignment to Lessee, a fifteen (15) year roof maintenance warranty. Under such warranty, Lessee shall be responsible for the regular maintenance of the roof membrane and provide annual inspection reports to Lessor.

(b) After Substantial Completion and delivery of possession to Lessee, from time to time upon three (3) days advance written notice to Lessee, Lessor may enter the Leased Premises to complete any items and other repairs included on the Punch List (as defined in Section 30 below) or that otherwise are the obligation of

Lessor. Lessor shall use all reasonable and diligent efforts to avoid interfering with Lessee's operation of its business in the Leased Premises and shall provide to Lessee three (3) days advance written notice, except in the case of an emergency, of the schedule for any such work. To the extent Lessor fails to make any repairs, alterations, additions or improvements in or to the Leased Premises that are the responsibility of the Lessor hereunder, Lessee may, after written notice to Lessor of the alleged items requiring reports of alternative additions or improvements, and if Lessor shall fail to complete the required work within twenty (20) days, but shall not be obligated to do so, complete and make such repairs, alterations, additions or improvements upon notice and opportunity to cure as provided in Section 23 below, in which event Lessor will reimburse Lessee for the costs incurred by Lessee in connection therewith within ten (10) days after Lessor's receipt of an invoice therefore from Lessee.

(c) Lessor has the right to inspect the Leased Premises from time to time upon five (5) days advance written notice to Lessee and to require maintenance and/or repairs to bring the Leased Premises to the commercially reasonable standards relative to Lessee's intended use of the Leased Premises. In the event of any dispute between Lessor and Lessee under this Section 5.2(c) which the parties are unable to resolve within 30 days, regarding roofing specifications or need for maintenance or repairs, then each party must select an independent architect or engineer licensed in the State of Illinois and in the event of a dispute relating to the roof, a roofing contractor, who has experience with similar roofs to resolve any dispute, at the expense of each respective party. If the architects or engineers or roofing contractors (as the case may be) are unable to resolve the dispute within 30 days after their designation, then the two designated architects or engineers or roofing contractors (as the case may be) will be instructed to select a third independent architect or engineer (or roofing contractor, as the case may be) licensed in the State of Illinois and with similar experience to resolve the dispute and the decision of the majority of the architects, engineers or roofing contractors will be binding upon the parties. The expense of the third architect, engineer or roofing contractor will be shared equally by the parties.

6. POSSESSION. Lessee shall be given possession of the Leased Premises upon Substantial Completion, and at that time Lessee shall commence payment of all assessments due under the CCR's ("Association Items"), real estate taxes, insurance premiums, operating expenses and utilities as provided herein, and, after the three (3) month abatement period, Monthly Base Rent. Lessee shall be allowed early access to the Leased Premises on or before December 3, 2007 for purposes of its initial equipment set-up and power distribution as more fully described in Section 30.6 below.

7. WARRANTIES; LESSOR'S CONSTRUCTION. Lessor warrants that all of the Improvements (as defined in Section 30 below), shall be constructed in accordance with the requirements of Section 30 below, in a good and workmanlike manner and in accordance with the Approved Plans and Specifications, and free from any claims for mechanics liens and that the

Improvements shall be in good working order at the time possession is delivered to Lessee. Lessor further warrants that at the time Lessee takes possession hereunder, the Improvements will conform to all applicable state, county and municipal building and zoning laws and ordinances and all laws, statutes, codes, ordinances, rules and regulations in force applicable to the Leased Premises (collectively, "Laws"), including, without limitation, the provisions of the Americans with Disabilities Act ("ADA"), and shall be free from latent defects, subject only to the Punch List Items (as defined in Section 30 below) disclosed in the Punch List (as defined in Section 30 below), which Lessor shall promptly complete or cause to be completed in accordance with the provisions of this Section 7 and Section 30 below. Delivery of a final certificate of occupancy issued by the local governmental authority shall be evidence of Lessor's conformance with its obligations under this Section 7 and Section 30. Lessor shall provide to Lessee copies of manufacturers warranties as provided in Exhibit E.

8. ENVIRONMENTAL WARRANTY AND INDEMNITY. Lessor warrants and represents that (i) there are no Hazardous Materials existing as of the Commencement Date on the Leased Premises and (ii) the Leased Premises are in compliance with all applicable Environmental Laws as of the Commencement Date. Lessor shall at its sole cost and expense comply, and take all necessary actions to cause the Improvements and Leased Premises to comply, with all applicable federal, state and local Environmental Laws and shall, at Lessor's sole cost and expense, take any and all actions during the Term of the Lease necessary to bring the Leased Premises and the Improvements into such compliance in the event that a condition violative of the warranties contained herein is discovered after the Commencement Date. Lessor shall indemnify, defend and hold Lessee harmless from any damages, action, loss, expense, liability, environmental claim, discharge or cause of action, including attorneys fees and litigation expenses, arising out of (i) a leak or spill from any pipeline physically traversing the Leased Premises, or (ii) the need to maintain, repair, replace or relocate any such pipeline. Lessee shall have no liability for any such indemnified matters, except to the extent arising directly out of the intentional acts of Lessee, its agents or employees. In order to secure Lessee for said indemnity, Lessor shall, at all times during the term of the Lease, have a tangible net worth of at least One Million and 00/100 Dollars (\$1,000,000.00). The provisions of this Section 8 shall not be subject to the limitation of liability provided in Section 39 below and shall survive any permitted sale of the property by Lessor hereunder.

9. PARKING AREA AND DOCKS. The Lessee shall have the use of vehicular parking spaces and the truck docks in accordance with the site plan and applicable local code.

10. TRIPLE NET LEASE--TAXES, UTILITY AND OTHER CHARGES. After the Commencement Date, Lessee agrees to pay either (i) all real estate taxes through an escrow established by Lessor to the extent required by any lender of Lessor; or (ii) directly to the taxing or other applicable authority all real estate taxes, special assessments or governmental impositions and charges of every kind and nature levied or assessed on the Leased Premises ("Impositions"), plus assessments due under the CCR's accruing during the Term.. Lessor shall forward to Lessee copies of all bills constituting the Impositions, at least thirty (30) days prior to the due date for the same to insure timely payment. During the Term, Lessee shall pay all utility charges to the Leased Premises for utilities serving the Leased Premises and which services are separately metered to the Leased Premises, which shall include, if applicable, but not be limited to, charges and assessments for water,

gas, sewer, electric, and refuse disposal services, for each calendar year falling within the Term, except that the amount of any Impositions and utility charges applicable to a calendar year which was only partially within the Term shall be pro-rated and borne by the respective parties in the proportions that the period of each party's possession during said calendar years bears to the entire calendar year. Lessee shall also be responsible for and pay its Pro Rata Share of assessments due under the CCR's as more fully set forth in Section 5 above.

All Impositions for the tax year in which the Commencement Date occurs and for the tax year in which this Lease terminates shall be apportioned and adjusted so that Lessee shall not be responsible for the same to the extent allocable to a period of time occurring prior to the Commencement Date or subsequent to the expiration of the Term.

Notwithstanding anything herein to the contrary, Lessee shall, with the consent of the Lessor, have the right to appeal Impositions pursuant to Section 16 below.

The Leased Premises shall be separately assessed pursuant to Lessor's obligations under Section 30.9 below.

Upon written request from either party, the party paying the taxes, shall promptly furnish to the other party or its agent evidence of payment of the Impositions (including penalties and interest thereon, if any) for which Lessee is liable on or before the date any payment (and each of the installments) thereof becomes due. If the Lessee defaults in the payment of any Imposition, as required herein and such default continues for ten (10) days after written notice from Lessor, Lessor or its agent may pay such Imposition and the amount so paid plus interest at the then current prime rate charged by LaSalle Bank National Association, shall be deemed additional rent hereunder payable on demand. Such payment by Lessor shall not constitute a waiver of Lessee's default nor of Lessor's rights hereunder. The provisions of this Section 10 shall survive the termination of this Lease. Lessor warrants and represents that, as of the date hereof no special and unknown Impositions are due on the Leased Premises and Lessee shall not be responsible for any portion of Impositions not related to the Leased Premises.

Nothing herein contained shall be deemed to require Lessee to pay or discharge: (1) any liens or mortgages of any character whatsoever which may exist or hereafter be placed upon the Leased Premises by an affirmative act or omission of Lessor, (2) any costs of design or construction or other obligations of Lessor pursuant to Section 30 below, (3) any franchise, inheritance, estate, succession or transfer taxes or other obligations of Lessor, or (4) any costs of repairing, replacing or maintaining the foundation, floor slab, structural elements of the Building, walls or roof structure and roof membrane of the Building except to the extent provided in Section 5.

11. ALTERATIONS AND ADDITIONS. Lessee shall make no structural alterations or additions to or upon the Leased Premises or any part thereof, except as contemplated in this Lease, without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed and which shall conclusively define the nature and extent of such alterations and additions, and all such alterations and additions shall be free of mechanic's lien claims. If Lessor has elected at the time of approval of such alterations as additions, not to retain such alterations, additions, and

fixtures, or any portions thereof, then and only then, Lessee shall, at its cost and expense, and without damaging the Leased Premises, remove or cause to be removed those portions of alterations, additions, and fixtures, so elected by Lessor to be removed. Such removal is to be complete upon the termination of this Lease.

Notwithstanding anything contained to the contrary herein, Lessee shall, without Lessor's consent, but with notice to the Lessor, have the right to make improvements, modifications or alterations to the Leased Premises not to exceed \$100,000 per year in cost, employing contractors selected by Lessee, provided such improvement, modifications and alterations do not affect negatively and materially the structure of the Building and/or any Building systems and notice is given to Lessor of such alterations, modifications or improvements.

Any trade fixtures and manufacturing equipment attached to the Leased Premises by and at the expense of Lessee shall remain the property of Lessee and Lessor agrees that Lessee shall have the right at any time and from time to time, provided it not then be in default hereunder, to remove any and all of such trade fixtures and equipment which it may have attached to the Leased Premises, provided, however, in such event Lessee shall restore the Leased Premises to the same condition in which they were at the time Lessee took possession thereof, ordinary wear and tear and obsolescence and loss by fire and other casualty not caused by Lessee, its agents or employees excepted.

If the Lessee intends to install cranes, crane rails, and electrical equipment for such equipment, any such installation shall require the prior written approval of Lessor, which approval shall not be unreasonably withheld or delayed. Lessee acknowledges and agrees that prior to Lease termination, Lessee shall remove the cranes, crane rails and crane related electrical equipment at its own cost and restore the Leased Premises to the condition it was in prior to said installation, ordinary wear and tear and loss by fire or other casualty excepted.

12. CASUALTY. In the event the Leased Premises are damaged by fire, explosion or other casualty or occurrence to the extent of fifty percent (50%) or less of the replacement value of the Leased Premises and repairs can be made within one hundred eighty (180) days, the damage shall be promptly repaired by Lessor within one hundred eighty (180) days from the date of the casualty at Lessor's expense using the proceeds of Lessee's insurance coverage. In the event of any damage in which the Leased Premises shall be damaged to the extent of more than fifty percent (50%) of the replacement value and such damage cannot be repaired within one hundred eighty (180) days, Lessor or Lessee may elect to terminate this Lease upon giving notice of such election in writing to the other party within thirty (30) days of the happening of the event causing the damage. If neither party elects to terminate, then Lessor shall complete the repairs or rebuilding promptly within one hundred eighty (180) days from the date of the casualty, using the proceeds of Lessee's insurance coverage. If the casualty or the repairing or rebuilding shall render the Leased Premises unusable by the Lessee in whole or in part, a proportionate abatement of the Base Rent and any additional rent shall be allowed from the date when the damage occurred until the date when the Leased Premises can be made lesseeable, or until the effective date of termination as herein provided, said abatement to be computed on the basis of the relation which the square foot of the space rendered unlesseeable bears to the aggregate square foot area of the Leased Premises.

13. INSURANCE.

13.1. Types of Insurance.

(a) Lessee agrees to provide and maintain a Broad Form Commercial General Liability Policy of insurance with respect to the Leased Premises, including the rail and personal property, with limits of \$10,000,000 per occurrence for bodily injury and property damage liability, including liability for the railroad side track agreement serving the Leased Premises. Lessor, its managing agent, and mortgagee shall be named as additional insureds for Lessee's negligence. Lessor and Lessor's mortgagees shall be added as additional insureds for any such liability coverage. Lessee may elect to use its program deductibles, self-insured retentions and/or self-insurance to satisfy the requirements of this Section 13. The policy must be endorsed to reflect that the railroad liability exclusion is deleted from the definition of an insured contract.

(b) Lessee agrees to provide and maintain an "All Risk" or "Special Form" insurance against all risks of direct physical loss, including loss by fire, lightning and other risks (including sprinkler leakage) which at the time are included under "extended coverage" endorsements (or its equivalent), in amounts sufficient to prevent Lessor and Lessee from becoming a coinsurer of any loss but in any event in amounts not less than 100% of the of the then "Full Replacement Cost" of the Building Full Replacement Cost means the cost of replacing the Building without deduction for depreciation or wear and tear, and includes a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Building in the event of damage to or destruction of the Building. Lessee does not represent that Lessor will be entitled to receive the full amount of Full Replacement Cost if Lessor fails to rebuild the Building and, in such event, Lessee will not be responsible for any deficiency or perceived deficiency in the receipt by Lessor of the insurance proceeds.

(c) Lessee shall provide boiler Explosion Liability insurance in such amount or amounts as the Lessor may from time to time reasonably require if any pressure vessels are now or hereafter situated on the Leased Premises.

(d) On or before Lessee enters the Leased Premises for any reason, and again before any insurance policy shall expire, Lessee shall deliver to Lessor an ACORD 27 Certificate, or its equivalent, as the case may be, to evidence the insurance coverage then in effect. Any insurance required to be carried under this Lease may be carried under a blanket policy covering the Leased Premises and other locations of Lessee. If Lessee includes the Leased Premises in blanket coverage, Lessee may deliver to Lessor an ACORD 27 Certificate, or its equivalent.

(e) Intentionally deleted.

(f) All insurance policies required to be carried by Section 13 of this Lease by or on behalf of Lessee shall provide (and any certificate evidencing the existence of any insurance policies, shall provide) that: Lessor shall be given thirty (30) days' written notice of any cancellation or non-renewal of the policies. As used in this Lease, the term "insurance policy" shall include any extensions or renewals of an insurance policy. Lessee will not be in breach of this Lease if the insurance carrier fails to comply with the required notice requirements.

(g) If Lessee fails or refuses to comply with its requirement of this Section 13, to furnish insurance, then Lessor, with thirty (30) days advance written notice to Lessee, may obtain and maintain such insurance required to be maintained by this Lease without waiving any of Lessor's rights under this Lease and Lessor's damages for Lessee's failure or refusal shall not be limited to the amount of the insurance premiums which the Lessee has failed to pay. Sums advanced by Lessor, or its agent, for premiums, together with interest thereon, at the current prime rate of interest charged by LaSalle Bank N.A., shall be deemed additional rent payable on demand. If an Event of Default is not then existing upon the termination of this Lease, Lessee shall then be entitled to a refund of the then unearned insurance premiums, if any.

13.2. Business Interruption/Rent Loss.

Lessee must maintain (to the extent commercially reasonable) insurance coverage, including loss of use and business interruption coverage of at least 12 months, upon Lessee's business and upon all personal property of Lessee or the personal property of others kept, stored or maintained on the Leased Premises against loss or damage by fire, windstorm or other casualties or causes for such amount as Lessee may desire, and Lessee agrees that such policies shall contain a waiver of subrogation clause as to Lessor and its beneficiaries.

In addition, Lessee is required to procure and maintain in force, insurance property coverage for Lessor's loss of rental income known as "loss of rents insurance" for a term of at least one year. The insurance must be in favor of Lessor, with benefits payable directly to Lessor. Perils covered by this insurance must be not less than those provided under ISO Special Form CP 10 30.

13.3. Blanket Policies.

Nothing in this Section prevents Lessee from taking out insurance of the kind and in the amount provided for under the preceding paragraphs of this Section under a blanket insurance policy or policies (copies of certificates satisfactory to Lessor are delivered to Lessor) which may cover other properties owned or operated by Lessee as well as the Leased Premises; provided, however, that any such policy of blanket insurance of the kind provided for must not contain any clause that would result in the insured being required to carry any insurance with respect to the property covered in an amount not less than any specific percentage of the Full Replacement Cost of

such property in order to prevent the named insured from becoming a co-insurer of any loss with the insurer under such policy; and further provided, however, that such policies of blanket insurance, as respects the Leased Premises, must contain the various provisions required of such an insurance policy by the foregoing provisions of this Section 13.

Insurance required by this Section 13 must carry a claims paying ability rating of at least AA by Standard & Poor's Ratings Group or an A.M. Best rating of A- VIII or higher and with the exception of workers' compensation insurance, must name Lessor as an additional insured as its interest may appear. If any part of the Leased Premises is damaged or destroyed by Casualty, Lessee agrees to promptly notify Lessor.

Each policy required under this Section 13 must have attached (i) an endorsement that at least thirty (30) days prior written notice of cancellation or non-renewal will be given to Lessor, and (ii) an endorsement to the effect that the insurance as to the interest of Lessor will not be invalidated by any act or neglect of any person. All policies of insurance must be written in companies reasonably satisfactory to Lessor and be written in such form as is reasonably satisfactory to Lessor. Certificates of insurance in ACORD 27 form and otherwise reasonably acceptable to Lessor and evidence of payment must be delivered to Lessor upon commencement of the Term; and annually thereafter.

13.4. Waiver of Subrogation.

Notwithstanding any other provision of this Lease to the contrary, and without limitation of the provisions of this Section, whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through, or under it in connection with the Leased Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under this Lease to be so insured, then the party so insured (or so required) waives any claims against and releases the other party from any liability such other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required); provided that such waiver of claims or release of liability is not operative in any case where the effect is to invalidate such insurance coverage

14. HOLDING OVER. Upon the termination of this Lease, Lessee shall promptly surrender possession of the Leased Premises to Lessor or its agent. If Lessee fails to surrender the Leased Premises as aforesaid, Lessee shall pay as rent and as liquidated damages for the whole time such surrender is delayed beyond the date which would otherwise constitute the termination of the Lease, a sum equal to one hundred fifty percent (150%) of the Monthly Base Rent per month and shall continue to pay Lessee's Pro Rata Share of real estate taxes, special assessments, insurance

premiums and costs of repair as set forth herein. Lessor may forthwith under process of law re-enter the Leased Premises, and repossess itself thereof and remove all persons and effects therefrom at Lessee's expense.

15. RESERVES.

In addition to the Monthly Base Rent for the Lease term or any extension thereof, if required by Lessor's lender, Lessor may then require the Lessee, in lieu of direct payment by Lessee, to pay Lessor monthly, an additional sum to create and maintain a reserve for the payment of its share of taxes, assessments, insurance premiums and other like charges upon the Leased Premises, equivalent to one-twelfth (1/12) of the annual amount of such items as reasonably determined by Lessor; no interest shall be paid on such reserve.

16. PROTEST OF CLAIM. Lessee may, provided it gives notice to Lessor with a copy of such complaint, by appropriate legal proceedings and at Lessee's expense contest the amount or validity, as the case may be, of any and all real property taxes or assessments levied or assessed on the Leased Premises. If requested by the Lessee, the Lessor shall join in such claim. Lessor's protest of any increase in Real Property Taxes shall not be deemed nor construed in any way as relieving, modifying or extending Lessee's covenant to pay any Impositions when due unless the legal proceedings shall operate to prevent the sale of the Leased Premises or any part thereof or the placing of any lien thereon to satisfy such real property taxes or assessments prior to the final determination of such proceedings.

17. LIEN LITIGATION. Lessee shall have the right at its sole cost and expense to contest the validity of any mechanic's lien claims that may be asserted against Lessor, Lessee, or the Leased Premises because of work performed for or material furnished to Lessee, for the Leased Premises, at Lessee's request, but this shall not be deemed nor construed in any way as relieving, modifying or extending Lessee's covenant to pay any mechanics' lien claims that may be successfully asserted against Lessor in respect of the Leased Premises, Lessee, or the Leased Premises itself, for work performed or material furnished to Lessee for the Leased Premises, at Lessee's request ("Lessee's Work"); provided, however, that nothing herein is intended or shall be deemed to obligated Lessee to defend or satisfy any mechanics' lien claims arising out of the Lessor's work required under Section 30 below. As a condition precedent to Lessee exercising its right to contest mechanics' lien claims for Lessee's Work, Lessee shall first have posted a surety company bond in the full amount of such claims and expenses reasonably satisfactory to Lessor, or deposited with Chicago Title Insurance Company ("Title Company"), as security for the payment of any such mechanics' lien claims, money (or a bond or securities in form and quality reasonably acceptable to Title Company) in such amount sufficient in the sole judgment of the Title Company to pay such mechanics' lien claims, together with all interest and costs in connection therewith and all charges that may be assessed or become a charge on the Leased Premises or any part thereof. Upon the termination of such proceedings, Lessee shall direct Lessor or the Title Company to apply the funds (or securities) then held by Lessor or the Title Company as security as aforesaid to satisfy and otherwise discharge the said mechanics' lien claims then payable and the interest and penalties in connection therewith, and the charges accruing in such legal proceedings, and the balance, if any, of the aforesaid security deposit after the aforesaid

application shall be returned to Lessee (or discharged, if a bond) provided there is no Event of Default by Lessee (as defined in Section 23 below).

In the event that such monies or other security shall be insufficient for the foregoing purpose, Lessee shall forthwith pay to Lessor an amount of money sufficient, together with the monies and other security so deposited pursuant hereto, to pay the same. In the event of any Event of Default by Lessee, Lessor is authorized to use any money deposited hereunder to apply on account of such Event of Default or to pay said mechanics' lien claims and/or charges.

18. CONDEMNATION. If any part of the Leased Premises shall be taken or condemned for a public or quasi-public use and a part thereof remains which is usable by Lessee for its business, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the then current Monthly Base Rent payable hereunder and other charges to be prorated upon termination of this Lease shall be adjusted so that Lessee shall be required to pay for the remainder of the Term only such portion of such rent and charges as the value of the part remaining after condemnation bears to the value of the entire Leased Premises at the date of condemnation; but in such event, Lessor shall have the option to terminate this Lease as of the date when title to the part so condemned vests in the condemnor. If the whole of the Leased Premises, or such part thereof to be taken or condemned so as to materially adversely affect the operation of Lessee's business, this Lease shall upon the vesting of title in the condemnor terminate and advance rent, if any, shall be refunded pro-rata as of such termination. If a part or all of the Leased Premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to Lessor, and Lessee shall not have, and hereby waives all claims thereto; provided, however, in the event of such a taking, Lessee shall be entitled to such portion of the award as shall be attributable to goodwill and for damage to, or the cost of removal of, Lessee's personal property.. Notwithstanding the foregoing, Lessee shall have the right to seek its own separate award for condemnation, but not including the value, if any, of its leasehold.

19. WARRANTY OF QUIET ENJOYMENT. Lessor warrants and covenants to Lessee that so long as Lessee fully complies with its obligations under the terms, conditions and provisions of this Lease, Lessee shall have the quiet enjoyment of the Leased Premises without hindrance or molestation by Lessor or anyone claiming by or through Lessor.

20. INDEMNIFICATION. Except to the extent such matter is attributable to the gross negligence or willful misconduct of, or breach of this Lease by, Lessor, and to the extent permitted by law, Lessee agrees to hold Lessor, its successors, assigns, beneficiaries and their heirs and personal representatives harmless and fully indemnified at all times against and from any and all loss, damage, costs, expenses, and liability (other than with respect to any of the foregoing arising from (i) Lessee's actions taken in response to Lessor's failure to perform its obligations hereunder, (ii) the negligence or acts or omission of Lessor, its agents or employees, or (iii) the actions of any person other than Lessee, its agents or its employees) directly and/or consequentially resulting to any person or property by reason of Lessee's use of the Leased Premises or any part thereof by Lessee, or by reason of any act or thing done or omitted to be done by Lessee or its agents or employees, in or upon, the Leased Premises or any part thereof; and Lessee agrees to hold Lessor's title to the Leased Premises and Lessor, its successors, assigns, beneficiaries and their personal representatives harmless

and free and clear of any and all claims, demands, penalties, liability, judgments, costs and expenses, including reasonable attorneys' fees, (other than with respect to any of the foregoing arising from (i) Lessee's actions taken in response to Lessor's failure to perform its obligations hereunder, (ii) the negligence or acts or omission of Lessor, its agents or employees, or (iii) the actions of any person other than Lessee, its agents or its employees) arising in connection with Lessee's use of the Leased Premises. Without limiting the foregoing indemnity, Lessee further agrees to indemnify and hold harmless Lessor from any claims by any governmental authority or any third party based upon violation by Lessee of any Environmental Law if and to the extent that such claims are based solely on acts or omissions of Lessee.

Lessor does hereby indemnify, defend and hold harmless Lessee and its affiliates and their respective officers, directors, beneficiaries, lenders, shareholders, partners, agents and employees and their respective successors and assigns (collectively, the "Lessee Indemnities") from all claims, causes of action, liabilities, expenses, fines, penalties, investigation or cleanup costs, defense costs, reasonable legal, consultants' and experts' fees, and damages of any nature whatsoever arising from or relating to (i) breach of this Lease by Lessor, (ii) failure by Lessor or its employees, sublessees, contractors, consultants, representatives and agents to comply with applicable Environmental Laws; (iii) the presence or suspected presence of Hazardous Substances in, on or under the Leased Premises, unless such Hazardous Substances are present in, on or under the Leased Premises solely as a result of Lessee's failure to comply with Environmental Laws during the Term of the Lease (collectively, "Lessee's Indemnified Losses"). Lessee's Indemnified Losses, include, but are not limited to, any and all bodily injuries, property damage, investigation, monitoring, removal, remediation, containment or risk assessment costs and expenses, natural resource damages, workers' compensation claims arising from or connected with services performed on or behalf of or by any persons, damages arising from breach of contract, damages arising from non-payment of liens, and fines, penalties and other costs relating to any violation of Laws. Lessor's obligations and liabilities under this Section shall survive the expiration or earlier termination of the Lease.

21. ASSIGNMENT OR SUBLETTING. Lessee may assign or sublet this Lease or any interest therein to any of its subsidiary or affiliated companies or any entity which acquires substantially all of the assets or stock of Lessee, provided the acquiring company (i) has a credit rating equal or better than the credit rating of Lessee as of the Effective Date based on the corporate or company credit rating issued by Moody's or Standard and Poor's, or (ii) if such assignee or sublessee does not have a credit rating, stockholder equity value equal to the Lessee as of the Effective Date, or any entity resulting from merger or consolidation with Lessee, without the consent of Lessor, but with at least fifteen (15) days prior written notice to Lessor, provided Lessee remains liable for the obligations of such subsidiary or affiliated company hereunder. Otherwise, Lessee shall not assign this Lease or any interest herein, or sublet the Leased Premises, without the Lessor's consent. Lessee shall provide Lessor with at least fifteen (15) days prior written notice stating the full name and address (and if a corporation, the state of incorporation and the names of all officers) of the proposed assignee or sublessee, identifying the portion of the Leased Premises to be assigned or sublet and describing the proposed assignee's or sublessee's intended use of the Leased Premises, which use shall be compatible with Lessee's use. If Lessor's consent is required, within ten (10) business days of Lessor's receipt of said notice of Lessee's intention to assign or sublet, Lessor shall exercise one of the following options by written notice to that effect to Lessee: (i) Lessor shall

consent, which consent shall not be unreasonably withheld or delayed, to the proposed assignment or subletting in accordance with the terms and conditions of this Lease, or (ii) Lessee shall not consent.

Neither subletting nor the acceptance of rent by Lessor from any person shall relieve, release, modify, or in any other manner whatsoever affect the liability and obligations of the Lessee hereunder.

All subletting of the Leased Premises and portions thereof shall comply with the provisions of this Section 21.

22. LESSEE'S EVENTS OF DEFAULT. Lessee agrees that the occurrence of any one or more of the following events will be an "Event of Default" under this Lease:

(a) Lessee fails to make any payment of Monthly Base Rent or other payment required to be made by Lessee under this Lease when due and such failure continues for five (5) days after written notice to Lessee; or

(b) Lessee fails to perform any covenant, promise or agreement on the part of Lessee contained in this Lease not otherwise specified in this Section 22 and such failure continues for thirty (30) days after notice in writing by Lessor to Lessee, or if such default or condition cannot with due diligence and good faith be cured within such thirty (30) day period, if Lessee does not in good faith and within the period of thirty (30) days commence the curing of such default and pursue the curing of such default continuously and diligently and in good faith to the end that such default is cured within such minimum period in excess of thirty (30) days as may be reasonably necessary to cure such default through pursuing such cure promptly, diligently, continuously and in good faith; but such additional period beyond thirty (30) days does not apply to a default that creates a clear and present danger to persons or property or materially adversely affects the Premises, or if the failure or default by Lessee is one for which Lessor (or any officer or other agent or beneficial or other owner) may be subject to fine or imprisonment; or

(c) Entry of an order, judgment or decree by any court adjudicating Lessee a bankrupt or insolvent, or approving a petition seeking reorganization of Lessee or appointing a receiver, trustee or liquidator of Lessee, or of all or a substantial part of its assets, if such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days; or

(d) Lessee files an answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding or under any laws relating to the relief of debtors, readjustment or indebtedness, reorganization, arrangements, composition or extension; or

(e) Lessee makes any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver, trustee or liquidator of Lessee, or any of the assets of Lessee; or

(f) Lessee files a voluntary petition in bankruptcy, or shall admit in writing its inability to pay its debts as they come due, or shall file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law; or

(g) Entry of a decree or order appointing a receiver of the property of Lessee and such decree or order is not vacated within sixty (60) days from the date of entry; or

(h) Lessee vacates the entire Leased Premises and abandons same for a period of thirty (30) consecutive days during the Term and fails to pay Monthly Base Rent and other sums that become due under this Lease within applicable grace and cure periods or fails to comply with all other provisions of this Lease; or

(i) Lessee suffers or permits any lien or encumbrance (subject to Lessee's right to contest liens as provided in Section 17) to attach to the Leased Premises, and Lessee does not discharge said lien or encumbrance within thirty (30) days or within ten (10) days prior to any sale or disposition or forfeiture pursuant to such execution, whichever date first occurs; or

(j) Lessee, has made any material misrepresentation, or failed to disclose a material fact, under the Lease or in connection with any information (including, without limitation, Financial Information, as defined in Section 41 below) submitted or furnished to Lessor by Lessee or any guarantor; or

(k) Lessee otherwise creates, incurs, assumes or suffers to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon or affecting the Leased Premises or the Lease or any of Lessor's or Lessee's interests under this Lease; or

23. REMEDIES.

23.1. Lessor's Remedies.

Upon the occurrence of any Event of Default and at any subsequent time, Lessor may, at its election, exercise any one or more of the following described remedies, in addition to all other rights and remedies provided at law, in equity or elsewhere in this Lease:

(a) Lessor may terminate this Lease by giving to Lessee written notice of Lessor's election to do so, in which event the Term and all right, title and interest of Lessee under this Lease will end on the date stated in such notice;

(b) Lessor may terminate the right of Lessee to possession of the Leased Premises without terminating this Lease, by giving written notice to Lessee that Lessee's right of possession will end on the date stated in such notice, at which time the right of Lessee to possession of the Leased Premises will cease on the date stated in such notice;

(c) Lessor may enforce the provisions of this Lease and may enforce and protect the rights of Lessor by a suit or suits in equity or at law for the performance of any covenant or agreement in this Lease, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation (i) injunctive relief and (ii) recovery of all money due or to become due from Lessee under any of the provisions of this Lease, subject to Section 23.3 below; and

(d) Lessor may reenter and take possession of the Leased Premises or any part of the Leased Premises, repossess the same, expel Lessee and those claiming through or under Lessee, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Monthly Base Rent or other amounts payable under this Lease or as a result of any other breach of this Lease.

23.2. Reentry to Premises.

If Lessor elects to reenter as provided in this Lease with or without terminating this Lease, or if Lessor takes possession pursuant to legal proceedings or pursuant to any notice provided by law, Lessor may, from time to time, without terminating this Lease, rent the Premises or any part of the Leased Premises, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Leased Premises) as Lessor, in its discretion, may determine, and Lessor may collect and receive the rent due in connection with the reletting. Lessor will not be required to accept any lessee offered by Lessee or any third party or observe any instruction given by Lessee relative to such reletting, provided, however, that Lessor shall use commercially reasonable efforts to relet the Leased Premises. No such reentry or taking possession by Lessor will be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. No written notice from Lessor under this Section 23 or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Lessor to terminate this Lease unless such notice specifically so states. Lessor reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Lessee such written notice, in which event this Lease will terminate as specified in such notice.

23.3. Damages Without Lease Termination.

If Lessor does not elect to terminate this Lease, but instead elects to take possession of the Leased Premises, then, in addition to all other rights and remedies of Lessor, Lessee agrees to pay to Lessor Monthly Base Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Leased Premises

after deducting all of Lessor's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting, provided, however, that Lessor shall use commercially reasonable efforts to relet the Leased Premises. If, in connection with any reletting, the new lease term extends beyond the Term, or the Leased Premises covered by such new lease includes other premises not part of the Leased Premises, a fair apportionment of the rent received from such reletting will be made in determining the net proceeds from such reletting. Lessee will pay such Monthly Base Rent and other sums to Lessor monthly on the day on which such sums would have been payable under this Lease if possession had not been retaken, and Lessor is entitled to receive such Monthly Base Rent and other sums from Lessee on each such day.

23.4. Damages Upon Lease Termination.

If Lessor elects to terminate this Lease, then, in addition to all other rights and remedies of Lessor, Lessee will remain liable to pay to Lessor as damages an amount equal to (i) all Monthly Base Rent due under this Lease accrued and unpaid for the period up to and including the termination date, plus (ii) all other additional sums payable by Lessee or for which Lessee is liable or in respect of which Lessee has agreed to indemnify Lessor under any of the provisions of this Lease, which may then be owing and unpaid, plus (iii) all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees incurred by Lessor in the enforcement of any of its rights and remedies under this Lease, plus (iv) the present value (based upon a discount rate of 300 basis points above the then existing yield on U.S. Treasury Notes) of the Monthly Base Rent provided to be paid for the remainder of the Term, plus (v) interest on the foregoing amounts at the prime rate of lending announced by LaSalle Bank, N.A. from time to time, plus two percent (2%) (the "Delinquency Rate"), accruing from the date of Lessor's notice to Lessee demanding payment therefor until paid, less the fair market rental value of the Leased Premises for the remainder of the Term if there had been no Event of Default.

In the alternative, Lessor has the right, from time to time, to recover from Lessee upon demand, and Lessee remains liable to pay Lessor for, all Monthly Base Rent and other amounts due and owing under this Lease not previously paid pursuant to the provisions of this Lease plus (x) damages equal to the sum of all Monthly Base Rent and all other sums which would have accrued under this Lease after the date of termination had it not been terminated, such damages to be due and payable as such sums would have become due, less (y) such amounts as Lessor receives from reletting after first paying all costs of such reletting, including, without limitation, the expenses enumerated in Section 23.3. The net amounts of rent collected remaining after such expenses shall operate only as an off setting credit against the amount due under this Lease with any excess or residue belonging solely to Lessor, plus interest on the foregoing sum at the Delinquency Rate from the date of Lessor's notice to Lessee demanding payment until paid.

23.5. Survival of Lessee Obligations.

No termination of this Lease and no taking possession of and/or reletting all or any part of the Leased Premises will relieve Lessee of its liabilities and obligations under this Lease, except as specifically provided in this Lease or as agreed to in writing by the parties, all of which survive such expiration, termination, repossession or reletting except as otherwise specifically provided.

23.6. Waiver of Jury Trial.

Each party hereby waives any right to a trial by jury in any action seeking specific performance of any provision of this Lease, for damages for any breach under this Lease, or otherwise for enforcement of any right or remedy hereunder. No covenant, agreement, term or condition of this Lease to be performed or completed by either party, and no breach will be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

23.7. Suits to Recover Damages.

Suit or suits for the recovery of damages, or for a sum equal to any installment or installments of Monthly Base Rent payable under this Lease or any other sums payable by Lessee to Lessor pursuant to this Lease, may be brought by Lessor at any time and from time to time at Lessor's election. Nothing in this Lease requires Lessor to wait until the date this Lease or the Term expires, had there been no Event of Default by Lessee.

23.8. Receipt of Payment after Termination.

No receipt of money by Lessor from Lessee after the termination of this Lease or Lessee's right to possession, or after the giving of any notice of the termination of this Lease or Lessee's right to possession, shall reinstate, continue or extend the Term or affect any notice previously given to Lessee, or operate as a waiver of the right of Lessor to enforce the payment of Monthly Base Rent payable by Lessee under this Lease or thereafter falling due, or operate as a waiver of the right of Lessor to recover possession of the Leased Premises or any part thereof by proper remedy, it being agreed that after the service of notice to terminate this Lease or Lessee's right to possession or the commencement of any suit or summary proceedings, or after a final order or judgment for the possession of the Leased Premises, or any part thereof or interest in this Lease, Lessor may demand, receive and collect any money due or thereafter falling due without in any manner affecting such notice, proceeding, order,

suit or judgment, all such money collected being deemed payments on account of the Lessee's liability under this Lease.

23.9. Bankruptcy.

If Lessor is not permitted to terminate this Lease, as provided in this Section 23 because of the provisions of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), then Lessee as a debtor in possession or any trustee for Lessee agrees promptly, within no more than sixty (60) days after the filing of the bankruptcy petition, to assume or reject this Lease. In such event, Lessee or any trustee for Lessee may only assume this Lease if: (a) it cures or provides adequate assurances that the trustee will promptly cure any default under this Lease; (b) compensates or provides adequate assurance that Lessee will promptly compensate Lessor of any actual pecuniary loss to Lessor resulting from Lessee's Event of Default; and (c) provides adequate assurance of performance during the fully stated Term of all of the terms, covenants, and provisions of this Lease to be performed by Lessee. In no event after the assumption of this Lease may any then existing Event of Default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth in this Lease. Adequate assurance of performance of this Lease, as set forth in this Lease above, includes, without limitation, adequate assurance (i) of the source of rent reserved under this Lease; and (ii) that the assumption of this Lease will not breach any provision under this Lease.

If Lessee assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code to any person or entity who has made a bona fide offer to accept an assignment of this Lease on terms acceptable to Lessee, then notice of such proposed assignment, setting forth: (i) the name and address of such person; (ii) all of the terms and conditions of such offer; and (iii) the adequate assurance to be provided Lessor to assure such person's future performance under the Lease, including, without limitation, the assurance referred to in Article 365(b)(3) of the Bankruptcy Code, shall be given to Lessor by the Lessee no later than twenty (20) days after receipt by the Lessee but in any event no later than ten (10) days prior to the date that the Lessee shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Lessor shall thereupon have the prior right and option, to be exercised by notice to the Lessee given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease.

If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code any and all monies or other considerations payable or otherwise to be delivered to Lessor, shall be and remain the exclusive property of Lessor and shall not constitute property of Lessee or of the estate of the Lessee within the

meaning of the Bankruptcy Code. Any and all monies or other considerations constituting the Lessor's property under the preceding sentence not paid or delivered to the Lessor shall be held in trust for the benefit of Lessor and shall be promptly paid to the Lessor.

Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be conclusively deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any such assignee shall be permitted to use the Leased Premises only for the Use.

Lessee shall not, by virtue of this Section, have any further rights relating to assignment other than those granted in the Bankruptcy Code.

23.10. Cumulative Remedies.

No remedy contained in this Lease or otherwise conferred upon or reserved to Lessor, is exclusive of any other remedy, but are cumulative and in addition to every other remedy given in this Lease, now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Lessor may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Lessor to exercise any right or power arising from any Event of Default will impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence under this Lease.

23.11. Lessee's Right to Cure.

If Lessor fails to perform any of its repair or maintenance obligations under this Lease, then Lessee shall have the right, upon thirty (30) days prior written notice to Lessor (or such shorter period of time as may be reasonable in the event of an emergency, but in no event less than 48 hour notice), to perform the repair or maintenance and to offset the repair or maintenance expense incurred by Lessee up to 50% of the scheduled Monthly Base Rent payment, until paid. But before the expiration of the applicable period, Lessor has the right to object to or contest the need for such repair or maintenance by written notice unless Lessee has asserted an emergency in which event Lessor may respond by phone or facsimile before expiration of the 48 hour time period, then confirmed in writing. If the parties cannot resolve such objection or contest within thirty (30) days, then each party must select an independent architect, engineer or roofing contractor (if applicable), at each party's respective expense, with experience in such matter to resolve the dispute. If the architects, engineers or roofing contractors are unable to resolve the dispute within thirty (30) days, then the two architects, engineers or roofing contractors will be instructed to select a third independent architect, engineer or roofing contractor with experience in the disputed item to resolve the dispute and a decision of the

majority of the architects, engineers or roofing contractors will be binding on the parties. The expense of the third architect, engineer or roofing contractor will be shared by the parties.

24. WAIVER OF LIEN. Lessor agrees it will not seek to place a lien against the equipment, inventory or personal property of Lessee maintained in the Leased Premises. Lessor waives all such rights, whether arising under common or statutory law.

25. ABANDONMENT OR RELETTING. If Lessee shall abandon or fail to maintain the entire Leased Premises and/or fail to pay Monthly Base Rent and vacate the entire Leased Premises, Lessor shall use commercially reasonable efforts to relet the Leased Premises consistent with Lessee's rental obligation; the Leased Premises may be relet by Lessor for such rent and upon such terms as to Lessor may reasonably seem fit. Provided, however, if a sufficient sum shall not be thus realized after paying the expenses of such reletting and collecting to satisfy the Monthly Base Rent set forth in this Lease after Lessor has used commercially reasonable efforts to mitigate damages, Lessee agrees to satisfy and pay on demand the deficiency for the Term remaining after said abandonment or vacation.

26. SUBORDINATION OF INTEREST. Subject to Lessee's rights as stated hereafter, the interest of Lessee hereunder shall, at the written request of the Lessor, be subject and subordinate to any and all first mortgages or trust deeds, and to all replacements, renewals, consolidations, modifications, and extensions thereof, now or in the future placed on the Leased Premises and Lessee agrees to promptly execute and deliver all written agreements and documents to effect such subordination, all without cost to Lessor, provided, however, the holders of such mortgages and trust deeds shall agree in writing with Lessee that notwithstanding Lessor's failure to perform its obligations under any contract or agreement, or note or evidence of debt, Lessee's occupation and quiet enjoyment of the Leased Premises and other rights under the Lease shall not be disturbed, interfered with or hindered and, Lessee's right to possession and quiet enjoyment of the Leased Premises hereunder shall not be disturbed so long as Lessee shall faithfully perform its obligations herein during the Term. In the event of Lessor's default as mortgagor, and only in such event, Lessee may apply Monthly Base Rent directly to cure such default.

Lessee's agreement to subordinate and attorn is conditioned upon execution and delivery to Lessee of a non-disturbance agreement by the entity to which Lessee has agreed to subordinate providing that Lessee's possession shall not be disturbed in the case of any mortgage foreclosure or ground lease termination, as the case may be, and that this Lease shall remain in full force and effect, without increasing Lessee's obligations and duties and without diminution or reduction of Lessee's rights and privileges under this Lease provided in all cases that Lessee is not in default under the Lease. Any such subordination, attornment and non-disturbance agreement shall be in form and substance satisfactory to Lessee.

27. SIGNS. Lessee may, with Lessor's approval, which shall not be unreasonably withheld or delayed, at the Lessee's sole expense and in compliance with applicable laws, erect or install exterior signs relating to Lessee's business on the Leased Premises, provided that such signs do not overload or deface the walls of the Building and further provided that Lessor shall remove, at

Lessee's sole expense, all such signs upon the termination of this Lease and shall repair any damages caused by the erection or removal of such signs or portions thereof located on the Leased Premises. No signs shall be installed on the roof.

28. ESTOPPEL CERTIFICATE. Lessee and Lessor agree that from time to time within five (5) days after receipt of written notice from the other party, the recipient will deliver to the other party a written statement certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force or effect; (b) the dates to which Monthly Base Rent and other charges have been paid; (c) that to recipient's knowledge, the other party is not in default under any provisions of this Lease or, if in default, the nature thereof in detail; and (d) the amount of Monthly Base Rent currently being paid by Lessee; and (e) any other provisions that may be reasonably required by Lessor's current or prospective mortgagee or purchaser. Lessee also agrees to execute a form of the Subordination and Non-Disturbance and Attornment Agreement as reasonably required (without contradicting Lessee's rights as stated herein) by Lessor's current or prospective mortgagee.

29. LESSOR'S ACCESS. Lessee shall allow Lessor access to and upon the Leased Premises during Lessee's usual business hours, upon reasonable notice to Lessee which shall, except in the event of an emergency, in no event be less than five (5) days written notice, and subject to Lessee's security requirements, for the purpose of examining the Leased Premises and shall during the last three hundred sixty-five (365) days of the Term of this Lease, freely allow Lessor to have placed upon the Leased Premises notices of "For Sale" or "To Rent" and to exhibit upon reasonable notice to Lessee, which shall be in no event less than five (5) days written notice and subject to Lessee's security requirements the Leased Premises and Lessee shall not interfere with the same.

30. BUILD TO SUIT WORK LETTER AGREEMENT.

30.1. Construction of Improvements.

Lessor shall construct, through its designated contractor, the Improvements. "Improvements" shall mean collectively the Base Improvements and Lessee Improvements, as follows:

(a) "Base Improvements", consisting of an industrial building, containing approximately 355,363 square feet of rentable floor area and approximately 11,650 square feet of office area, parking lot, landscaping and rail service, all of which shall substantially conform to the Site Plan attached hereto as Exhibit D and Building Specifications For Smurfit Stone dated June 5, 2007, attached hereto as Exhibit D, prepared by Northern Builders (collectively, the "Concept Plan"), and

(b) "Lessee Improvements", consisting of modifications or additions to the Concept Plan reasonably requested by Lessee.

The cost of construction of the Improvements shall be borne as provided more fully below.

30.2. Plans and Specifications for the Improvements.

(a) All plans and specifications, and approvals or disapprovals thereof, for the Improvements shall be submitted in accordance with the Schedule (as defined in Section 30.7 below).

(b) In accordance with the Schedule, Lessee shall notify Lessor in writing of its desired Lessee Improvements. In accordance with the Schedule, upon Lessor's and Lessee's reasonable approval of the Lessee Improvements, Lessor shall deliver to Lessee a revised site plan, revised specifications and a detailed construction schedule for the Improvements (the "Working Drawings"). Simultaneously, the Lessor shall deliver to Lessee a detailed guaranteed maximum price statement of all hard and soft costs to design, permit and construct the Improvements in accordance with the Working Drawings (the "Cost Statement").

Upon Lessee's approval of the Working Drawings and Cost Statement, Lessor shall retain Harris & Associates (the "Architect") to prepare and deliver to Lessee for Lessee's reasonable approval, plans and specifications in detail sufficient to permit, competitively bid and construct the Improvements in accordance with the Working Drawings (the "Final Plans"). Upon Lessee's approval of the Final Plans, the Lessor shall obtain permits and approvals necessary to construct the Improvements. Upon receipt of all such approvals, Lessor shall commence construction of the Improvements in accordance with the approved schedule in the approved Working Drawings.

(c) Lessor's participation in the preparation of the Concept Plan, Working Drawings, Final Plans and Cost Statement shall constitute Lessor's representation and warranty, and Lessor hereby represents and warrants, for a period of one (1) year following Substantial Completion the Improvements shall be built in a good and workmanlike manner in accordance with the Final Plans and all Laws. Lessor agrees to assign to Lessee the benefit of all construction warranties pertaining to the Improvements to the extent they do not relate to those portions of the Improvements for which Lessor is responsible to maintain, repair or replace under the Lease. Lessor shall obtain and provide at no additional cost to Lessee, assignable construction warranties against defects in labor, materials and equipment of at least one (1) year (or such other longer period as is customary) with respect to various components of the Improvements.

30.3 Allowances and Payment for Work Costs.

Except as otherwise provided in this Section 30 with respect to the Lessee Improvements, Lessor shall construct the Improvements at Lessor's sole cost and expense. Lessee shall receive from Lessor the following allowances (collectively the "Allowances"):

- (a) the Office Allowance (as defined in Section 2 above); and
- (b) the Warehouse Allowance (as defined in Section 2 above)

The Allowances shall not be included within any Change Order Cost.

30.4. Change Orders; Payment for Lessee Improvements.

(a) Changes to the Final Plans shall require the prior written approval of Lessee and Lessor (not to be unreasonably withheld or delayed) ("Change Order").

(b) Notwithstanding the foregoing, either Lessor or Lessee shall have the right to propose or request additional changes in the Final Plans and request the approval of the other party, which approval shall not be unreasonably withheld or delayed. Provided, however, in the case of changes proposed by Lessor, the changes do not materially alter or interfere with Lessee's use of the Leased Premises, significantly alter the appearance or quality of the materials or construction of the Improvements, alter Lessor's ability to grant Lessee early access as provided below in Section 30.6; or, in the case of changes proposed by Lessee, the timing of Lessee's proposal of the same does not materially impair Substantial Completion (unless Lessee and Lessor agree in writing to extend the dates for Substantial Completion) or increase the cost of the Improvements (unless Lessee agrees to pay such costs in accordance with Section 30.3).

(c) If Lessor or Lessee desires any change in the Final Plans, such changes may only be requested by the delivery of a proposed written Change Order specifically setting forth the requested change. The recipient of the Change Order shall have five (5) business days from the receipt of the proposed Change Order to provide its approval or disapproval and statement of the reason(s) for such disapproval. Failure to respond within said five (5) business day period shall be deemed disapproval by the recipient and there shall be no further obligation in connection with such proposed Change Order. All Change Orders, excepting the Initial Change Order, as defined below, shall include ten percent (10%) overhead and profit and five percent (5%) for General Conditions.

(d) If a change in the Final Plans is required due to a change in a governmental requirement which is not the result of the fault or negligence of Lessor, the Architect or Lessor's general contractor, Lessor shall deliver to Lessee the proposed Change Order and, if the change will increase the final Cost Statement or delay Substantial Completion, Lessor and Lessee shall negotiate to reasonably to approve such proposed Change Order. In the event such additional costs apply solely to the Lessee Improvements, Lessee shall pay to Lessor the costs shown on such required Change Order within five (5) business days after receipt thereof, in accordance with Section 30.3.

(e) Lessee shall pay for the costs of the first Change Order, corresponding the agreed upon costs of the Lessee Improvements (the "Initial Change Order"), to the extent in excess of the Office Allowance and the Warehouse Allowance (as defined in Section 2.2 Above), as follows:

- (i) Twenty-five percent (25%) of such sum within 10 days after Lessee's written approval of such Initial Change Order and any subsequent Change Orders;
- (ii) Progress payments on a monthly basis for completion of the Work covered by such Initial Change Order and any subsequent Change Orders within 10 days of receipt of Lessor's monthly application for such payment, accompanied by the Architect's certification of completion of such portion for the Work as in

compliance with this Lease, including the schedule of values agreed upon by the parties, and lien waivers for such portion of the Work;

- (iii) Five percent (5%) retention upon Substantial Completion of the Work.

All retention funds shall be paid to the Lessor prior to Lessee taking occupancy of the Leased Premises.

Notwithstanding the foregoing, the Lessee shall not be responsible for the costs related to any Change Order which:

- (i) is the result of the fault or negligence of Lessor, the Architect or Lessor's general contractor; or
- (ii) relates to the Base Improvements, unless Lessee specifically requested such change in writing.

30.5. Construction.

(a) Within 5 business days following approval of the Final Plans and Cost Statement, Lessor shall cause its general contractor to commence the construction of the Improvements. Lessor shall substantially complete the Improvements on or before February 4, 2008, subject only to Force Majeure Delays, provided, however, that Lessor shall have no right to claim Force Majeure Delays unless it shall have provide notice to Lessee within 5 business days of the commencement of the claimed event causing such delay.

(b) In connection with the construction of the Improvements, each party shall be entitled to rely upon the other party's construction representative, who shall be as follows: Lessor's Construction Representative: Brad Wood, Lessee's Construction Representative: Donald Scribner. Each respective construction representative shall have the authority to make binding commitments relative to the Improvements on behalf of the party appointing such construction representative. All inquiries by Lessee pertaining to construction of the Improvements shall be directed in writing to Lessor's Construction Representative. All inquiries by Lessor pertaining to construction of the Improvements shall be directed in writing to Lessee's Construction Representative. A party may designate a substitute construction representative by giving written notice to the other party at any time.

(c) If Substantial Completion is delayed as a result of any of the following, such delay shall be a "Lessor Delay":

- (i) Lessor's failure to complete any action item which is the responsibility of Lessor on or before the due date specified in the Schedule, or
- (ii) Lessor's failure to complete any portion of the work in accordance with the Schedule, Work Drawings or Final Plans;

(iii) Lessor's requested changes to the Base Improvements resulting in a Change Order complying with Section 30.4 above; or

(iv) Any other delay caused by Lessor or its agents.

30.6. Early Access by Lessee.

Subject to Section 13, Lessor shall make the Leased Premises reasonably available to Lessee on or before December 3, 2007 ("Early Access Period") for the purpose of moving into the Leased Premises and installation of Lessee's furniture, fixtures and equipment, provided the Early Access by Lessee shall be permitted only if (i) Lessee has provided adequate proof of insurance; (ii) Lessee shall use commercially reasonable efforts to contract for all work to be done by Lessee with union labor; and (iii) such access shall not interfere with Lessor's completion of the Leased Premises. No Base Rent, expenses or other charges outlined in Section 10 of the Lease shall accrue or be payable by Lessee during the Early Access Period. Notwithstanding the foregoing, Lessee shall pay any utility expense it incurs during the Early Access Period. Lessee's assembly and testing of such equipment during the Early Access Period shall not constitute Lessee's commencement of commercial business operations in the Leased Premises for purposes of calculating Substantial Completion.

30.7. Schedule.

Preparation and approval of the Preliminary Plans, Final Plans and the Work Cost Statement shall proceed as indicated on Construction Schedule ("Schedule") attached hereto as Exhibit G and incorporated herein.

30.8. Substantial Completion; Punch List.

(a) "Substantial Completion" shall be on the earliest of the date which is the earliest of: (i) February 4, 2008; (ii) Lessee commencement of commercial business operations in the Leased Premises, not including any preliminary testing operations; (iii) a certificate of occupancy (or a reasonable equivalent such as a sign off from a building inspector or a temporary certificate of occupancy) is issued for the Leased Premises. The existence of Punch List Items referred to in Paragraph (b) below shall not impact the determination of Substantial Completion.

(b) As a condition precedent to Substantial Completion, Lessee, Lessor and Architect shall jointly conduct a walk-through of the Improvements and Architect shall prepare a punch list ("Punch List") of items needing additional work clarify but not substantially interfering with Lessee's use and enjoyment of the Leased Premises for commercial operations ("Punch List Items"); provided, however, the Punch List shall be limited to items which are required by the Final Plans and any other changes agreed to by the parties as evidenced by a Change Order. Lessor shall diligently cause the Punch List Items to be completed.

30.9 SUBDIVISION. Within one hundred twenty (120) days of Substantial Completion, Lessor shall provide and cause to be recorded of record a subdivision plat of the Leased Premises (the "Subdivision Plat") in accordance with the Proposed Subdivision Plat approved by Lessee pursuant to Section 1(ii) above, which Subdivision Plat shall be approved by all local authorities having jurisdiction over the Leased Premises. The Subdivision Plat shall be prepared by a licensed Illinois surveyor at the expense of Lessor, and shall show the Leased Premises as a legally existing lot in conformance with all applicable laws, ordinances, rules and regulations.

31. NOTICES. All notices, demands, and other writings which shall be required or which may be given under this Lease shall be effective only if given in writing and delivered or mailed (certified or registered mail, return-receipt-requested and postage prepaid), or delivered by a nationally recognized air courier, or by facsimile transmission provided the sender obtains a sent confirmation of such facsimile transmission, addressed to the respective recipient party as follows:

If to Lessor to:	CHERRY HILL NINE LLC 5060 River Road Schiller Park, Illinois 60176 ATTN: Mr. Matthew J. Grusecki Facsimile: (847) 678-7670
with copy of same to:	NORTHERN BUILDERS, INC. 5060 River Road Schiller Park, Illinois 60176 ATTN: Mr. Robert D. Tuerk Facsimile: (847) 678-7670
If to Lessee to:	SMURFIT-STONE CONTAINER ENTERPRISES, INC. Craig A. Hunt General Counsel Six City Place Drive Creve Coeur, Missouri 63141 Facsimile: (314) 746-1184
with copy of same to:	Karen S. Copeland Director of Treasury Operations Six City Place Drive Creve Coeur, Missouri 63141 Facsimile: (314) 787-6186

If delivered, such notice, demand or writing shall be effective upon receipt of same, and if mailed, such notice, demand or writing shall be effective three (3) business days after the posting of same.

The above addresses may be changed from time to time by the respective parties by notice, but notice of change of address shall be effective only upon receipt thereof.

32. WARRANT OF AUTHORITY. Lessee hereby warrants that the execution of this Lease has been authorized by a duly adopted resolution of Lessee's Board of Directors and a certified copy of said resolution shall be delivered to Lessor upon demand or, alternatively, a letter signed by an Officer of Lessee certifying to Lessee's authority to execute this Lease and the authority of the person signing this Lease to do so, which certification shall conclusively bind Lessee and its successors to this Lease shall be delivered to Lessor on demand.

33. GOVERNING LAW. The terms and provisions of this Lease shall be interpreted and construed in accordance with and governed by the Constitution and Laws of the State of Illinois.

34. AMENDMENT. This Lease contains all of the agreements, covenants, and conditions made between the parties hereto and may be amended only by written instrument jointly executed by the parties hereto or by their respective duly appointed agents for that purpose.

35. RECORDATION. This Lease shall not be recorded, but at the request of either party, both parties shall execute and either party at its own expense may record the Memorandum of Lease Commencement in the offices of the recorder of deeds for the County in which the Leased Premises is situated.

36. LESSOR'S TITLE. Lessor hereby warrants to Lessee that the Lessor shall be authorized and possessed of an interest in the Property which is good and marketable in order to grant to Lessee the Lease of the Leased Premises. No existing condition of title exists which will impair or hinder Lessor's right to grant the Lease to Lessee. Lessor reserves the right to record a Declaration of Covenants, Conditions and Restrictions of Record for the Cherry Hill Park.

37. CAPTIONS. The captions preceding the text of each of the numbered paragraphs herein appear only for reference convenience and in no way prescribe, limit, or otherwise define the scope or intent of this Lease or the paragraph to which they refer.

38. BROKERAGE. Lessee represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction other than CB Richard Ellis and Michelson Commercial Realty & Development Inc. and Lessee agree to indemnify and hold Lessor harmless from and against any claim by any other broker, agent or person. Lessor represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction other than CB Richard Ellis and Michelson Commercial Realty & Development Inc. and Lessor agree to indemnify and hold Lessee harmless from and against any claim by any broker, agent or person, provided that Lessee shall not have breached its warranty contained in this Section 38.

39. LIMITATION OF LESSOR'S LIABILITY. Except with respect to the obligations of Lessor under Section 8 above, the term "Lessor" as used in this Lease, so far as covenants or agreements on the part of the Lessor are concerned, shall be limited to mean and include only the owner or owners of the Lessor's interest in this Lease at the time in question, and in the event of any

transfer or transfers of such interest, except a transfer by way of security, the Lessor herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all personal liability as respects the performance that is accrued after such date of any covenants or agreements on the part of the Lessor contained in this Lease thereafter to be performed, provided that any funds in the hands of such Lessor or the then transferor at the time of such transfer, in which the Lessee has an interest, shall be turned over to the transferee and any amount then due and payable to the Lessee by the Lessor or the then transferor under any provision of Lease, shall be paid to the Lessee, and provided further that upon any such transfer, the transferee shall be deemed to have assumed, all of the covenants, agreements and conditions in this Lease contained to be performed on the part of the Lessor and provided Lessee is given notice in writing, it being intended hereby that the covenants and agreements contained in this Lease on the part of the Lessor shall be binding on the Lessor, its successors and assigns, only during and in respect to their respective successive periods of ownership.

40. INVALIDITY OF PARTICULAR PROVISIONS. If any covenant, agreement or condition of this Lease or the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such covenant, agreement or condition to persons, firms or corporations or to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each covenant, agreement or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

41. FINANCIAL INFORMATION. Lessee shall, at the written request of Lessor, promptly deliver to Lessor annual audited statements of Lessee to Lessor ("Financial Information"). Lessor shall hold such information in the strictest of confidence.

42. RENEWAL OPTIONS. Provided the Lessee is not in Default under the Lease beyond any applicable notice and cure periods, the Lessee is granted two (2) options of renewing this Lease for two (2) renewal periods. Each renewal period is for a term of ten (10) years from the expiration of the initial Term as extended (the "Renewal Option"), provided Lessee gives Lessor notice in writing of the exercise of the option at least nine (9) months prior to the expiration of the Lease. If Lessee exercises such option to renew, the Base Rent during the Renewal Period shall be the fair market value for the Leased Premises. The Base Rent for the renewal term shall be determined by the parties within the thirty (30) day period following written notice of Lessee's desire to extend the Term of this Lease is delivered to Lessor. Within ten (10) days following receipt of each such notice, Lessor shall provide to Lessee in writing Lessor's determination of the Fair Market Value, as hereinafter defined. If Lessee does not agree with Lessor's determination of the Fair Market Value within ten (10) business days of receipt of the Lessor's determination (the "Rental Agreement Date"), the Base Rent for such Renewal Period shall be determined by appraisal as hereinafter set forth. Within ten (10) days, Lessor and Lessee shall institute an appraisal procedure to determine the Fair Market Value of the Leased Premises by jointly nominating and appointing one appraiser who shall make a determination of the Fair Market Value of the Leased Premises. If Lessor and Lessee fail to jointly agree on the nomination and appointment of one appraiser within said ten (10) day period, each party shall then each nominate and appoint one appraiser within ten (10) days and give notice of such appointment to the other party. Upon the appointment of the two appraisers as aforesaid, the

two appraisers shall jointly make a determination of the Fair Market Value of the Leased Premises. If either party fails to appoint an appraiser within said ten (10) day period, the appraiser appointed by the other party shall make the determination of the Fair Market Value of the Leased Premises. If the two appraisers are unable to agree upon the determination of the Fair Market Value of the Leased Premises within twenty (20) days, then, the two appraisers shall jointly nominate and appoint a third appraiser within five (5) days after the expiration of said twenty (20) day period and give written notice of such appointment to both parties. In the event the two appraisers fail to appoint such third appraiser within said twenty (20) day period, either party may thereafter apply to the United States District Court for the Northern District of Illinois for the appointment of such third appraiser. The third appraiser shall forthwith select from the two determinations submitted by each of the first two appraisers, the one that is closer to the Fair Market Value and said selection shall thereafter be deemed the Fair Market Value. The appraisers shall make their determination in writing and give notice thereof to both parties. The Fair Market Value of the Leased Premises shall be the rent (including rental escalations) which the Leased Premises would generate in a non-sublease, lease for the period of the applicable renewal term in a competitive and open market lease transaction under all conditions requisite to a fair lease and assuming that: (i) Lessor and Lessee are each acting voluntarily, prudently and knowledgeably; (ii) Lessor and Lessee are each typically motivated and are acting without malice; and (iii) Lessor and Lessee are each well informed or well advised and each acting in what it considers its own best interest. Each appraiser shall afford both parties a hearing and the right to submit evidence, with the privilege of cross-examination in connection with its determination of the Fair Market Value of the Leased Premises. In the event any appraiser appointed as aforesaid shall die or become unable or unwilling to act before completion of the appraisal, such appraiser's successor shall be appointed in the same manner as provided above. Any appraiser appointed hereunder shall: (i) be independent of both parties (and of all persons and entities with interest in either party); (ii) have not less than five (5) years experience in the appraisal of real property; and (iii) hold the professional designation M.A.I., or if the M.A.I. ceases to exist, a comparable designation from an equivalent professional appraiser organization. All appraisal fees and expenses shall be borne equally by the parties.

All of the other terms, covenants and conditions applicable to the extension period(s) shall be the same as set forth in the Lease, except that there will be no further option to extend the Term after the second Option Period.

At the request of either party, Lessor and Lessee will execute and deliver appropriate documents covering any extension period, the rent for any extension period, and all other terms of this Lease for any extension of the Term.

The rights of Lessee under this Section 42 will not be severed from this Lease or separately sold, assigned or transferred, and will expire on the expiration or earlier termination of this Lease.

43. INTENTIONALLY DELETED.

44. RIGHT OF FIRST REFUSAL.

44.1 Lessor grants Lessee a right of first refusal to purchase the Leased Premises pursuant to this Section 44.

44.2 If Lessor receives an offer to purchase the Leased Premises and intends to accept the offer ("Acceptable Offer"), Lessor will give written notice of such intent to Lessee, together with a copy of such executed Acceptable Offer. Lessee will have the right to accept the Acceptable Offer by written notice to Lessor given with ten (10) days of Lessee's receipt of the offer. If Lessee accepts the Acceptable Offer, Lessee will be bound to purchase the Leased Premises in accordance with the terms of the Acceptable Offer and Lessor and Lessee shall negotiate in good faith and with due diligence an agreement for the purchase and sale of the Leased Property.

If Lessee declines to purchase the Leased Premises pursuant to the Acceptable Offer received by Lessee from Lessor, Lessor may proceed to sell the Leased Premises to the proposed purchaser on the terms and conditions set forth in the Acceptable Offer; provided, however, that if any contract entered into by Lessor pursuant to the Acceptable Offer is later amended to reduce the purchase price by three percent (3%) or a greater percentage, then such contract shall be deemed a new Acceptable Offer and Lessor shall give Lessee written notice thereof, and Lessee shall again have a right of first refusal on the Leased Premises at such new purchase price, to be exercised within ten (10) days of Lessor's notice.

If Lessee declines to purchase the Leased Premises pursuant to the Acceptable Offer, and the sale of the Leased Premises occurs pursuant to the Acceptable Offer, then Lessee agrees and acknowledges that it shall have no further right of first refusal as to any subsequent sales of the Leased Premises and Paragraph 44 shall be null and void and of no further effect.

If Lessee declines to purchase the Leased Premises pursuant to the Acceptable Offer received by Lessee from the Lessor, and the sale of the Leased Premises to a third party based upon the Acceptable Offer is not closed, Lessor shall be required to give notice to Lessee of any subsequent good faith offer made by Lessor for the sale of the Leased Premises or any new offer received by the Lessor for the sale of the Leased Premises which Lessor intends to accept, and Lessee shall have the right to accept such subsequent offer on the same terms and conditions of this section and purchase the Leased Premises pursuant thereto.

The Memorandum of Lease Commencement (as defined in Section 2 above) shall include a reference to Lessee's rights under this Section 44.

45. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations), injunction or court order, riots, insurrection, war, acts of terrorism, bioterrorism, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease

(but excluding delays due to financial inability) (herein collectively, "Force Majeure Delays"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force majeure for the Lessor shall include Lessee delays.

46. COOPERATION RE EJ&E - LESSOR RECAPTURE. Lessee will cooperate with the Lessor, without any obligation, however, to expend money or incur liability, to allow Lessor, or an affiliate of Lessor, to recapture off-site infrastructure improvements required by the EJ&E and which are reimbursed to Lessor in the form of a recapture or repayment agreement requiring the Lessee to act as an intermediary for payments due to Lessor.

[The remainder of this page is intentionally left blank]

SITE PLAN

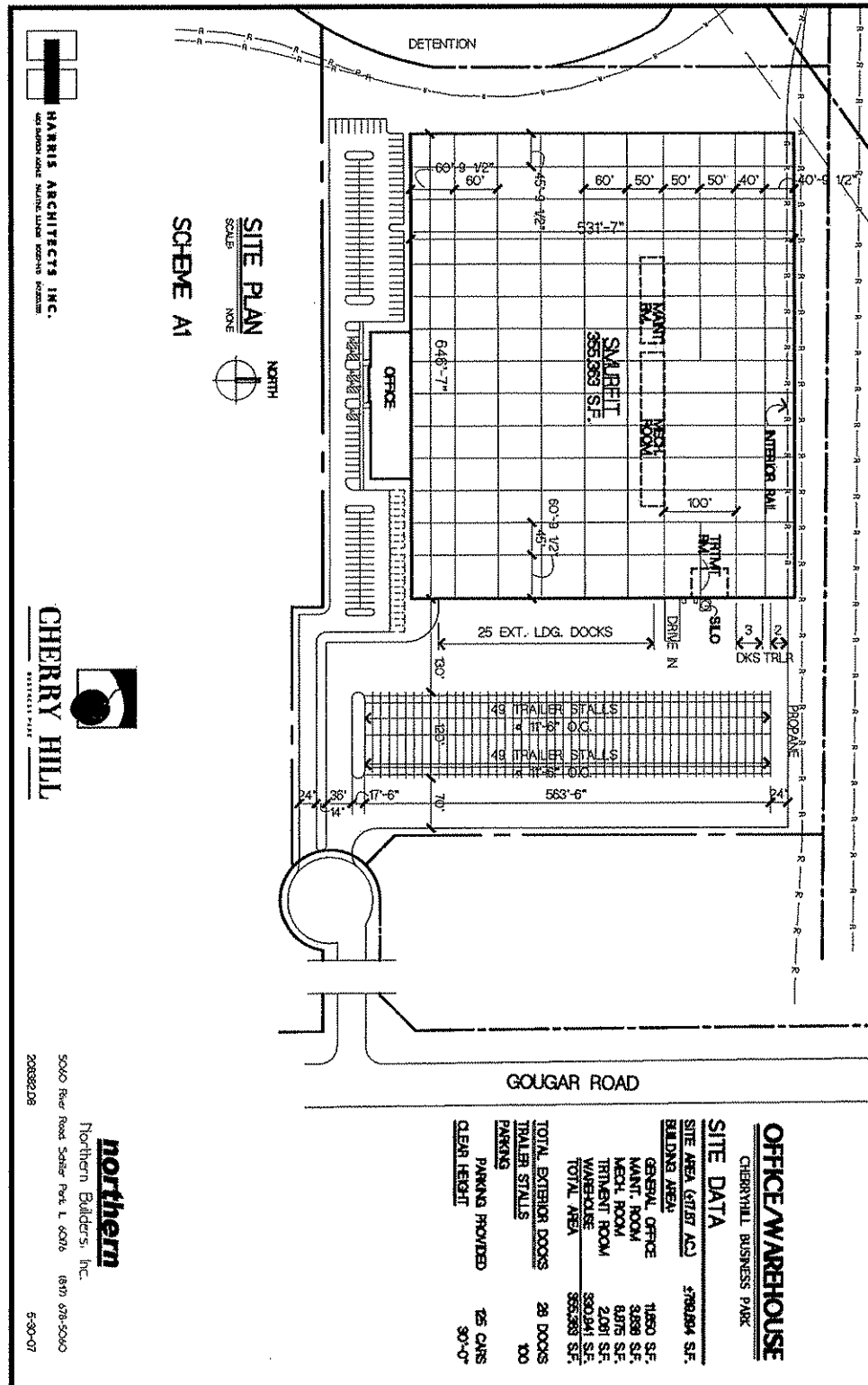


EXHIBIT B

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER AND SOUTHEAST OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 30 PER MONUMENT RECORD R80-19777; THENCE NORTH 88 DEGREES 00 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 417.89 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHEASTERLY 92.28 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 700.00 FEET AND WHOSE CHORD BEARS NORTH 24 DEGREES 47 MINUTES 32 SECONDS EAST 92.21 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY 100.36 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET AND WHOSE CHORD BEARS NORTH 09 DEGREES 30 MINUTES 56 SECONDS EAST 99.68 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 59 MINUTES 04 SECONDS WEST PERPENDICULAR TO THE SOUTH LINE OF SAID NORTHEAST QUARTER, 525.93 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE ELGIN, JOLIET & EASTERN RAILROAD; THENCE NORTH 88 DEGREES 35 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF SAID RAILROAD, 1069.60 FEET; THENCE SOUTH 01 DEGREES 59 MINUTES 04 SECONDS EAST, PERPENDICULAR TO THE SOUTH LINE OF SAID NORTHEAST QUARTER, 594.00 FEET; THENCE SOUTH 46 DEGREES 59 MINUTES 04 SECONDS EAST 58.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY 116.91 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET AND WHOSE CHORD BEARS SOUTH 04 DEGREES 49 MINUTES 49 SECONDS EAST 103.79 FEET TO A POINT ON A LINE 43.55 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 00 MINUTES 56 SECONDS WEST, ALONG SAID PARALLEL LINE, 365.77 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 04 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, 43.55 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 00 MINUTES 56 SECONDS WEST ALONG SAID SOUTH LINE, 811.36 FEET, TO THE POINT OF BEGINNING, IN WILL COUNTY ILLINOIS.

CONTAINING 770,762 SQUARE FEET OR 17.694 ACRES MORE OR LESS.

EXHIBIT C

Memorandum of Lease Commencement

To: _____

Date: _____

Re: Lease dated _____ 2007 between CHERRY HILL NINE LLC, Lessor, and SMURFIT-STONE CONTAINER ENTERPRISES, INC., Lessee, concerning premises located at _____ ("Leased Premises").

Gentlemen:

In accordance with the above-referenced Lease, we wish to advise and/or confirm as follows:

1. That the Leased Premises have been accepted by Lessee in accordance with the Lease. The rentable square footage of the Leased Premises is _____ and the rentable square footage of the Building is _____.
2. That Tenant has accepted and is in possession of the Leased Premises, and acknowledges that under the provisions of the Lease, the Term of the Lease expires on _____ (subject to earlier termination as provided in the Lease), with two options to renew for 10 years, and commenced upon _____.
3. Monthly Base Rent and Annual Base Rent are as follows:

<u>Years of Lease</u>	<u>Annual Payments</u>	<u>Monthly Payments</u>
Months 1-3	N/A	N/A
Months 4-12	\$ _____	_____
Months 13-24	_____	_____
Months 25-36	_____	_____
Months 37-48	_____	_____
Months 49-60	_____	_____
Months 61-72	_____	_____
Months 73-84	_____	_____
Months 85-96	_____	_____
Months 97-108	_____	_____
Months 109-120	_____	_____
Months 121-123	_____	_____
Months 133-144	_____	_____
Months 145-150	_____	_____

4. If the Commencement Date of the Lease is other than the first day of the month, the Lessee shall pay pro-rata rent, in advance, for the period from the Commencement Date of the Lease to the first day of the following calendar month. On and after the first day of such following calendar month, the Lessee shall pay the rent provided in the Lease

5. Monthly Rent is due and payable in advance on the first day of each and every month during the Term of the Lease. Your rent checks should be made payable to Lessor, Cherry Hill Nine LLC, c/o Matthew J. Grusecki, at Northern Builders, Inc., 5060 River Road, Schiller Park, Illinois, 60176, via electronic fund transfer to an account designated by Lessor at LaSalle Bank National Association as number _____.

6. The Lease includes a Right of First Refusal in favor of the Lessee.

7. The Lessee's Pro Rata Share is _____.

AGREED AND ACCEPTED:

LESSOR

CHERRY HILL NINE LLC
5060 River Road
Schiller Park, Illinois 60176

LESSEE

SMURFIT-STONE CONTAINER
ENTERPRISES, INC.
Six CityPlace Drive
Creve Coeur, MO 63141

By: _____
Thomas D. Grusecki, Manager

By: _____

Attest: _____

Attest: _____

SAMPLE ONLY [NOT FOR EXECUTION]

EXHIBIT D

BUILDING SPECIFICATIONS FOR SMURFIT STONE DATED JUNE 5, 2007

01000 **GENERAL INFORMATION**

The site shall be developed to accommodate a 355,363sf single tenant building with 11,650sf of general office area. Included is parking for 125 cars, 28 exterior truck docks, a rail spur with 7 rail car positions, one 12' x 14' drive in door and parking for 100 trailers. The drive-in ramp will be designed to highway standards.

Safety: All subcontractors will comply with Northern Builders "Site Specific Safety Policy" and current OSHA Regulations.

02000 **SITEWORK**

02300 Grading: This work shall include required preparation to complete the foundations, excavation of the dock area, floor slab subgrade, 3" compacted granular base underslab, subgrade at the paved areas, 3" compacted granular base at concrete paving, curb stone and walk stone. All landscaped areas will be respread with a minimum of 6" of topsoil.

Detention: Off site detention will be provided for by the developer.

02400 Landscaping and Irrigation: This work shall include all drawings and approval services, shrubs, trees, finish grading, sod, seed, weed barriers with 4" of mulch, watering prior to occupancy, maintenance until occupancy, irrigation systems, quick connects and associated sleeves.

02500 Bituminous Paving and Striping: This shall include the work necessary to furnish and install new car and truck areas.

The bituminous paving shall be constructed to conform to IDOT specifications. Areas subjected to automobile traffic will consist of a 9" compacted stone base with 1½" binder and 1½" surface of asphalt. Areas subjected to truck traffic will consist of a 12" compacted stone base with 4" binder and 2" surface of asphalt.

All bituminous paving will be striped (per village specifications) to indicate parking stalls and handicapped parking locations. Handicapped parking signage will conform to the Village requirements.

02600 Site Utilities: Adequate water service shall be provided to the building for the fire sprinkler service and domestic water service. Fire hydrants shall be provided in accordance with local codes.

Sanitary service to the building shall be provided to each tenant space. A complete storm water system shall be installed including catch basins and concrete storm water pipe.

Fire Main: A water main will be brought to the site incorporating municipal water pressure. Fire hydrants will be placed per code.

03000 **CONCRETE**

03150 Site Concrete: Concrete curb and gutter (B6/12) will be provided around the perimeter of the paved areas and parking lot islands as noted on the plans. Curb concrete strength shall be 3,500 psi.

All site concrete flat work shall be 4,000 psi. at 28 days, and air entrained. Private sidewalks shall be 5" thick and 5' wide. Public sidewalks will be 5" thick and 5' wide. Exterior dock and truck aprons shall be 8" thick, reinforced with 8" x 8" w2.9 x 2.9 WWF wire mesh. This concrete shall be installed per plans.

03300 Foundations and Flatwork: Concrete for the foundations and footings will have a minimum allowable compressive strength of 3,000 PSI at 28 days. Perimeter foundations shall be trench type per the structural drawings.

All interior slabs on grade will have a minimum 28-day strength of 4,000 PSI with saw cut control joints not exceeding 13' on center and will include expansion material at building perimeter and column locations. All cold joints will include diamond dowels. Slabs in the warehouse will be 6" thick reinforced over 3" of stone with office area slabs being 4" thick with a 6-mil vapor barrier. Slabs in the roll stock area will be 8" reinforced concrete. A 28,800sf area under the corrugator consisting of 24" thick concrete with 2 layers of #4 rebar at 12" O.C.E.W. is included. Floors shall meet a floor flatness of 35 and a floor levelness of 25 based on overall average.

03900 Precast: Precast panels shall be prestressed to structurally support the roof structure (wind load, dead load and live load). Insulated precast panels are to be polystyrene insulated as required to achieve an R-value of 12.0. Fire Pump Room and Electrical Room will also be constructed with precast walls and precast ceiling at 10' height and will be 3-HR fire caulked.

05000 **STRUCTURAL STEEL**

All structural steel shall be designed in accordance with the standards of the AISI, AWS and AISC and all applicable local-building codes. The general structural construction will consist of steel columns, beams or joist grids, and steel bar joists. Steel shall have a shop coat of gray prime paint.

Metal Roof Deck: The metal deck shall be 1½", (gauge per structural drawings) shop prime painted off-white. Roof will be designed to accommodate a dead load of 22lbs /sf.

Spacing: The bay spacing shall be as shown on the site plan by Harris Architects dated 5.30.07.

Clear Height: Building clear height (30') shall be measured from the bottom of the lowest roof structural member to the finished main warehouse floor.

Miscellaneous Iron: Necessary dock pit angles, 8" pipe bumper with PVC guards at drive-in doors, 3-line railings at pump deck, mechanical equipment frames, steel stairs at truck dock man doors, 300 LF of guardrail and a roof access ladder meeting OSHA requirements are included in this proposal.

06000 **CARPENTRY**

06100 Rough Carpentry: This shall include but not be limited to all necessary wood blocking for equipment curbs, overhead doorjams, plumbing fixtures, window blinds and toilet accessories.

06300 Millwork: All cabinets and counter tops shall be pre-manufactured plastic laminate. Windows sills/aprons will be solid red oak, stained, sealed and varnished. All millwork will be included as part of the *Office Buildout Allowance*.

07000 **THERMAL & MOISTURE PROTECTION**

07500 Roofing: This work shall include a single ply 60mil EPDM rubber roof membrane fully adhered with an upgraded 20-year membrane warranty manufactured by Carlisle, Firestone, Goodyear or equal. Over the metal deck will be a nominal 2.3" thick loosely laid polystyrene or equal with an R-value of 14.3. Certified ASTM #3 1"-2" ballast is included. All roof penetrations will be properly flashed. A 10' x 10' area of concrete pavers will be required at all

building corners. The EPDM roofing system will be installed to FM Global standards.

07600 Sheet Metal & Flashing: The sheet metal fascia will be constructed of prefinished aluminum or prefinished steel in standard color options. The bottom edge of the fascia will be clipped.

Roof screen: The roof screen at office roof top equipment shall be fabricated out of prefinished steel panels with horizontal ribs with top cap and bottom drip edge. Panel color will be from standard color options. Screening may be limited to municipal requirements and Business Park CCR's.

08000 **DOORS, FRAMES & WINDOWS**

The doors, frames and hardware for the office area will be provided from the *Office Buildout Allowance*.

08100 Wood Doors: Interior doors shall be 1¾" thick, 3'0" x 7'0" solid core, plain sliced red oak veneer with solid oak styles. Doors will be stained, sealed and varnished and manufactured by Weyerhaeuser or equal. Wood doors will be included as part of the *Office Buildout Allowance*.

08200 Hollow Metal Doors and Frames: All interior and exterior hollow metal frames shall be 16 gauge primed steel fully welded. Hollow metal doors shall be 3'0" x 7'0", 1¾" thick and have a flush, seamless face. Exterior doors and frames will be fully insulated with a solid polyurethane core and a galvanized exterior face. Exterior hollow metal frames will be grouted solid. Hollow metal doors and frames within the office area will be included as part of the *Office Buildout Allowance*.

Hardware: Door hardware shall be manufactured by Schlage or equal, except for specialty doors. Door hardware will be provided from the Finish Hardware Schedule. Hardware shall be ADA lever handle where required by code. Hardware selections to be reviewed by owner / tenant prior to installation. Finish hardware located within the office area will be included as part of the *Office Buildout Allowance*.

08300 Overhead Doors: Exterior overhead doors will be 24 gauge steel panels with polystyrene insulation foam core with a 26 gauge metal back cover. Dock doors will be 9' x 10' industrial type with torsion springs, 2" track, fully weatherstripped, and a baked on finish coat of paint. The drive-in doors will be

12' x 14' with 3" track, high-lift, motor operator and an emergency chain hoist. A heavy duty train door is also included.

08400 **Aluminum & Glazing:** The main entrance will be fabricated of aluminum with a standard anodized finish and tinted gray or bronze glass. Doors shall be medium stile, and complete with 1" diameter wire push/pulls, door closure, cylinder lock and aluminum threshold. All window frames will be thermally broken aluminum framing system with standard anodized aluminum framing members as manufactured by Kawneer or equal. Glass will be 1" insulated tinted gray or bronze. All interior glazing will be included as part of the *Office Buildout Allowance*.

09000 **FINISHES**

09200 **Drywall:** Interior walls will be constructed of one (1) layer of 5/8" gypsum board on each side 3 5/8" metal studs @ 16"o/c. Partitions shall extend 4" above finish ceiling. Walls around the conference rooms, washrooms, lunchrooms and executive offices will be insulated. Exterior perimeter walls will be constructed with 2 1/2" metal studs and a single layer of 5/8" drywall. Water resistant Gypsum board will be used at the toilet rooms, warehouse toilet rooms and janitors closet. Ceilings in the toilet rooms will be drywall. The office-demising wall will be constructed with one (1) layer of gypsum board on each side of the metal studs above 12' of 8" CMU. All drywall will be properly taped, sanded, and prepared for painting. Drywall and CMU will be included as part of the *Office Buildout Allowance*.

The office and warehouse-demising wall is part of the *Office Buildout Allowance*.

09500 **Acoustical Systems:** Ceiling grid systems shall be prefinished white 15/16" grid at 9'-0" above floor level. Acoustical ceiling panels to be 2' x 4' x 5/8" random fissured pattern with reveal edge. Ceiling systems to be manufactured by Armstrong, Celotex, USG or equal. Acoustic ceiling systems will be included as part of the *Office Buildout Allowance*.

09600 **Flooring**

Resilient Flooring: Vinyl floor tile shall be Armstrong or equal, 12" x 12" x 1/8" in standard colors, installed using mastic per manufactures recommendations. Vinyl tile shall be laid with border width varying to maintain full size tiles in field. Resilient flooring will be included as part of the *Office Buildout Allowance*.

Vinyl Base: Base shall be 4" cove, manufactured by VPI or equal in standard colors. Vinyl base will be included as part of the *Office Buildout Allowance*.

Carpet: A carpet allowance of \$20.00 per square yard shall be included as part of the *Office Buildout Allowance*. The allowance shall cover all materials, taxes, freight, floor preparation and installation. All carpet will be direct glue down unless otherwise specified. Carpet material shall be manufactured by Shaw or equal.

Porcelan Tile: Vestibule floor to receive porcelain floor tile and a carpet slat pedimat. Expansion membrane material shall be installed of all saw cut control joints within the tiled areas as required. Both items will be included as part of the *Office Buildout Allowance*.

Ceramic Tile: Toilet room floors, base and wet walls to ceiling will be finished with ceramic tile. Floor tile will be 2" x 2" unglazed. Wall tile shall be 4¼" x 4¼" glazed. Material shall be Dal-Tile or equal. Ceramic tile will be included as part of the *Office Buildout Allowance*.

Floor Sealer and Joint Filler: Warehouse floor will receive an Lapidolith floor coating. Semi-rigid control joint filler will be installed at dock bays only.

09900

Paint

Paint materials shall be Benjamin Moore, Sherwin Williams or equal.

Drywall: All drywall shall receive one (1) coat primer and two (2) coats of Premium latex paint. All drywall painting will be included as part of the *Office Buildout Allowance*.

Demising Wall: Drywall and CMU demising partitions will be painted the same as noted above and will be included as part of the *Office Buildout Allowance*.

Exterior/Interior Exposed Miscellaneous Steel and Hollow Metal Doors: Exposed steel including but not limited to railings, ladders, stairs, bollards, roof screen support steel, roof hatches and hollow metal doors and frames will receive one (1) coat of primer (when item is not shop primed), and two (2) coats of industrial enamel.

Painting of hollow metal doors and frames located within the office area will be sprayed and is part of the *Office Buildout Allowance*.

Wood Doors and Trim: All wood doors and trim will receive one (1) coat of wood stain, one (1) coat of sanding sealer and two (2) coats of varnish. Staining of wood doors and sills will be included as part of the *Office Buildout Allowance*.

Precast Stain: Exterior precast wall panels shall be stained with High Solids Acrylic Base Stain. Two (2) coats of stain will be applied.

10000 **SPECIALTIES**

10100 Toilet Partitions: Toilet room partitions shall be floor mounted, metal partitions with a standard color baked on enamel finish. Matching screens will be provided between each urinal. Toilet partitions and screens will be included as part of the *Office Buildout Allowance*.

10200 Toilet Accessories: Handicapped stalls shall be provided with grab bars as required. Each toilet room will receive a mirror, double roll tissue dispensers, soap dispensers, and semi-recessed stainless steel paper towel dispenser/disposal. The women's toilet room will receive semi-recessed sanitary napkin disposals. Toilet accessories will be included as part of the *Office Buildout Allowance*.

10300 Lockers: will be included in the *Office Buildout Allowance*.

10400 Propane Storage: Will include a 25' x 25' pad with a 6" concrete pad surrounded by an 8' high chain link fence. A lockable truck width gate is included.

11000 **EQUIPMENT**

11100 Dock Levelers: Dock boards will be 6' x 8' with a minimum capacity of 40,000 pounds (25 each) to be Rite-Hite HD2100 and 60,000 pounds (3 ea) to be Rite-Hite RHH4000. Each leveler will be pit mounted and hydraulically operated with ANSI noted rollover capacity. 10" Laminated rubber bumpers to be Rite-Hite RHH4000, truck restraint systems to be Rite-Hite STR4000 and weather seals are included.

11150 Dock Shelters: Dock shelters will be Frommelt Eliminator II 610E constructed of overlapping reinforced vinyl fabric, polyurethane foam filled, with highly visible guide strips.

12000 FURNISHINGS

12500 Window Blinds: 1" mini-blinds will be provided at all exterior window conditions except the main entry. Window blinds will be included as part of the *Office Buildout Allowance*.

15000 MECHANICAL

15400 Plumbing

Water System: An adequate water service is assumed for fire protection and domestic use. The water service will be brought into the building at a specified location. The domestic water service will include all required back-flow/check valves and village water meter. A water stub with shut off valve, back-flow/check valve will be provided for lawn irrigation system tie-in. Domestic water distribution within the building will be included as part of the *Office Buildout Allowance*.

(a) Office toilet room, lunchroom fixtures and water distribution from the pump room will be included as part of the *Office Buildout Allowance*.

Sanitary System: A complete sanitary drainage system below grade will be provided for the main office.

Storm System: A complete roof drainage system meeting local codes will be provided by using interior roof-heads and downspouts mounted on columns. The downspouts will tie into an underground storm drainage system leading outside the building.

(a) Office toilet room, lunchroom fixtures and water distribution from the pump room will be included as part of the *Office Buildout Allowance*.

15500 Fire Protection System: A complete automatic sprinkler system will be provided for Class IV commodities. The system will include a flush, chrome plated Fire Department connection at the front of the building and all necessary pipes, valves, flow alarm switches and fire bells, as required. The building will be protected by an ESFR sprinkler system. Ten (10) hose stations will be provided at the exterior man doors. Fire protection distribution

and finishing within the office spaces will be included as part of the *Office Buildout Allowance*.

No in-rack sprinklers are included.

15600 **Heating, Ventilation and Air Conditioning**

Office: The office heating and air conditioning will be a zoned system, consisting of roof top units providing gas fired heat and electric cooled condensing units and will include required duct smoke duct detectors with fan shutdown wiring. Heating will provide an average indoor temperature of 72F° when the outside temperature is –10F°. Air conditioning will provide an average in-door condition of 78F° dry bulb, 50% relative humidity when outdoor conditions are 95F dry bulb, 78F° wet bulb. Temperature controls shall be 7-day programmable thermostats. Roof mounted exhaust system will be provided in all toilet rooms, lunch room and conference rooms. Electric wall heater will be located at the entry vestibule with baseboard heaters at full height exterior glass wall areas. Office roof top units, distribution, exhaust fans, electric heaters, control wiring, cabinet heaters and system start up is included as part of the *Office Buildout Allowance*.

Warehouse: Roof mounted 80/20 units will accomplish the heating. The units will have their own thermostats and designed for 65F° when the outside temperature is –10F°. Controls approved by the American Gas Association. Warehouse ventilation will be provided per code. Propane forklift exhaust fans with CO systems are not included. Electric heaters will be provided in the electrical /fire pump rooms.

16000 **ELECTRICAL**

Service and Distribution: 1 ea- 4,000amp, 277/480 Volt, 3 phase, 4 wire service will be provided from a Com Ed furnished transformer for the entire building with a 250 amp service for the fire pump room and a 100 amp service for the house electrical panel. A precast concrete transformer pad will be coordinated and provided by the electrical contractor.

Power Distribution: Main switch with distribution panels located at the electrical service and metering area have been included for wiring the warehouse mechanical units, warehouse outlets quads at every other dock door and motor door operator at the drive-in overhead door. Service outlets are provided at the warehouse mechanical units.

In the office area and warehouse toilet/lunchroom, wall duplex receptacles and phone stubs will be provided. Telephone/data outlets will include a metal junction box installed in the wall and a conduit stub continuing into the plenum area above the suspended ceiling. Office area lighting to be provided by 3 lamp, 18 cell parabolic, 2' x 4' lay-in fixtures and controlled by wall switches. The office electrical, emergency signs and office HVAC wiring and distribution from the office panel will be included as part of the *Office Buildout Allowance*.

Lighting: All warehouse lighting will be designed to the following levels of illumination:

20-foot candles of initial illumination lighting at the roll stock area, 30-foot candles at the process and finished goods area and 60 foot candles at the manufacturing area are designed and installed for an open warehouse condition and do not include adjustment due to client racking and conveyor conditions, which may be added. Warehouse lighting to be provided by high-efficiency (T5) fixtures and controlled by circuit breakers in the warehouse.

Exit and emergency lighting will be provided per code based on an open warehouse plan.

Site lighting will be accomplished according to code and, controlled by a time clock. Fixtures shall be wall mounted 400 watt HPS shoebox fixtures. Color of fixtures selected from standard colors.

All work to conform to all applicable electrical codes being currently enforced by the local municipality.

All work for water meter readers is included.

16700

FIRE ALARM

A complete fire alarm system and permitting will be provided in accordance with local municipality requirements for the core and shell. Systems to include four (4) pull stations, one (1) fire alarm control panel, and fire pump and related equipment connections at water flows and gate valves, two (2) remote test switches, six (6) strobes and horns, four (4) smoke detectors and one (1) annunciator.

System will be designed for an open warehouse condition and does not include client racking and conveyor conditions, which may be added.

Fire alarm systems associated with the office will be included as part of the *Office Buildout Allowance*.

Items Not Included:

Our work does not include any provisions for:

Fire Extinguishers
Additional Emergency/Exit lights resulting from tenant fixturing (racks/office partitions)
Hose Stations above specifications
In-rack sprinklers
Energy Management System
Utility bills after permanent meters are installed
Thickened floor slab for heavy machinery above specifications
Security System
Telephone, Data, Computer and Intercom Equipment Wiring
Appliances and Vending
Fencing
Racking
Silos
Cranes or Crane Rails
Walker Duct
Process Wiring and distribution within warehouse
Mezzanine or associated work
Warehouse exhaust fans for forklifts or summer ventilation
Smoke exhaust systems
Office equipment, furniture, or partitions
Machine pits
Painting of any surface in the warehouse
Payment of performance bonds
Site lighting above code
Process piping above ground for compressed air, steam, water and waste lines
Process sanitary piping below floor
Metal roof deck and concrete floor slab exceeding standard specifications for greater loading capacity required by tenants operations / special use

EXHIBIT E

CONSTRUCTION COMPLETION AND WARRANTY AGREEMENT

CONSTRUCTION COMPLETION AND WARRANTY AGREEMENT

This Construction Completion and Warranty Agreement ("Agreement") is entered into as of _____, 2007, between **SMURFIT-STONE CONTAINER ENTERPRISES, INC.**, a _____ corporation ("Smurfit") and **NORTHERN BUILDERS, INC.**, an Illinois corporation ("Northern Builders").

RECITALS:

Pursuant to that certain Industrial Building Lease Agreement ("Lease"), dated June _____, 2007, between Cherry Hill Nine LLC and Smurfit, Cherry Hill Nine LLC has entered into a Construction Contract with Northern Builders, and Northern Builders has agreed to construct certain Improvements on the Land located at 2251 Berens Drive, New Lenox, Illinois, for Smurfit and Smurfit has agreed to Lease the Land and Improvements from Cherry Hill Nine LLC, who is the owner of the Property.

Accordingly, and in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Smurfit and Northern Builders hereby agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. Completion of Construction. Northern Builders hereby agrees that (i) it will commence construction of the Improvements within thirty (30) working days after the issuance of a building permit from the Village of New Lenox, Illinois (the "Village") for the construction of the Improvements, subject to extension by reason of Unavoidable Delays; (ii) it will Substantially Complete the construction of the Improvements in accordance with the Approved Plans and Specifications on or before the date set forth in the Lease, subject to extension by reason of Unavoidable Delays; and (iii) it will thereafter complete all of the Punch List Items within a reasonable period of time. In addition, Northern Builders agrees to make timely payment of all amounts owed to its subcontractors and material suppliers in connection with the construction of the Improvements so as to avoid the filing of mechanics' liens against the Land; provided, however, that Northern Builders shall not be deemed in default of its obligations with respect to the timely payment of amounts owed to its subcontractors or material suppliers if a mechanic's lien claim or claims are filed as a result of a bona fide dispute between Northern Builders and such lien claimant so long as Northern Builders is diligently contesting the same and shall pay any amounts finally determined or agreed to be due. For purposes of this Agreement, AUnavoidable Delays@ shall mean delays in the commencement or progress of construction, as the case may be, caused by Smurfit's unreasonable

delay in approving the final plans and specifications for the Improvements or changes, deletions or additions in the Approved Plans and Specifications requested by Smurfit, strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control, adverse weather or seasonal related conditions that are an impediment to construction, delays initiated by the Village or other causes beyond the reasonable control of Northern Builders.

3. Contractor's Warranties. Northern Builders hereby warrants to Smurfit that all materials and equipment furnished in connection with the construction of the Improvements will be of good quality and new, that the construction and services required by the Approved Plans and Specifications (collectively, the "Work") will be free from faults and defects and that the Work will conform to the requirements of the Approved Plans and Specifications and be built in accordance with applicable Codes. Northern Builders shall promptly correct Work rejected by the Architect by reason of a failure of the Work to conform to the Approved Plans and Specifications or to conform to the requirements of the Approved Plans and Specifications, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed by the time the same is rejected. Northern Builders shall bear all costs of correcting such rejected Work. In addition, if any of the Work is found not to be in accordance with the requirements of the Approved Plans and Specifications within one (1) year after the date of Final Completion of the Improvements, Northern Builders shall promptly correct the same at Northern Builders' sole cost and expense after receipt of written notice from Smurfit to do so, unless Smurfit has previously given Northern Builders a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of the Work first performed after Final Completion of the Improvements for a period of one year after such portions of the Work as so performed are corrected. This obligation of Northern Builders shall survive acceptance of the Work and possession of the Improvements by Smurfit. Smurfit shall give notice to Northern Builders of any defects in the Work promptly after discovery of the same. For purposes of this Agreement, the Final Completion of the Improvements shall mean the time at which a certificate of occupancy for the Improvements has been issued by the Village of New Lenox.

4. Assignment of Manufacturer and Subcontractor Warranties. Northern Builders hereby agrees that, upon Substantial Completion of the Work, Northern Builders will preserve and forward to and hereby assigns to Smurfit all written warranties, guaranties and related documents required by the Approved Plans and Specifications to be provided by any subcontractors, manufacturers and suppliers in connection with any portion of the Work.

5. Notices. All notices, demands and other writings which shall be required or which may be given under this Agreement shall be effective only if given in writing and personally delivered or mailed (certified or registered mail, return receipt requested) to the respective recipient party as follows:

If to Northern Builders to:

Northern Builders, Inc.
5060 River Road
Schiller Park, Illinois 60176
Attention: Matthew J. Grusecki, Vice President of Real Estate

If to Lessee to:

SMURFIT-STONE CONTAINER
ENTERPRISES, INC.
Six City Place Drive
Creve Coeur, Missouri 63141
Attention: Craig A. Hunt, General Counsel

If personally delivered, such notice, demand or writing shall be effective upon receipt of same, and if mailed, such notice, demand or writing shall be effective upon the posting of same. The above addresses may be changed from time to time by the respective parties by notice, but notice of change of address shall be effective only upon receipt thereof. Persons to whom copies of notices are to be sent, as noted above, are to be sent copies for informational purposes only, and the failure to receive or to send any such copy shall not affect the validity of notice otherwise given to a party in compliance with the provision of this paragraph.

6. Termination. The obligations of Northern Builders hereunder shall terminate on the date which is one (1) year after the date of Final Completion of the Improvements, except that with respect to Work performed or corrected within said one-year period, such obligations shall terminate on the date which is one (1) year after the performance or correction of such Work.

7. Governing Law. The terms and provisions of this Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Illinois.

NORTHERN BUILDERS, INC.,
an Illinois corporation

SMURFIT-STONE CONTAINER
ENTERPRISES, INC., a _____
Corporation

By: _____

By: _____

EXHIBIT F

OFFICE PLAN

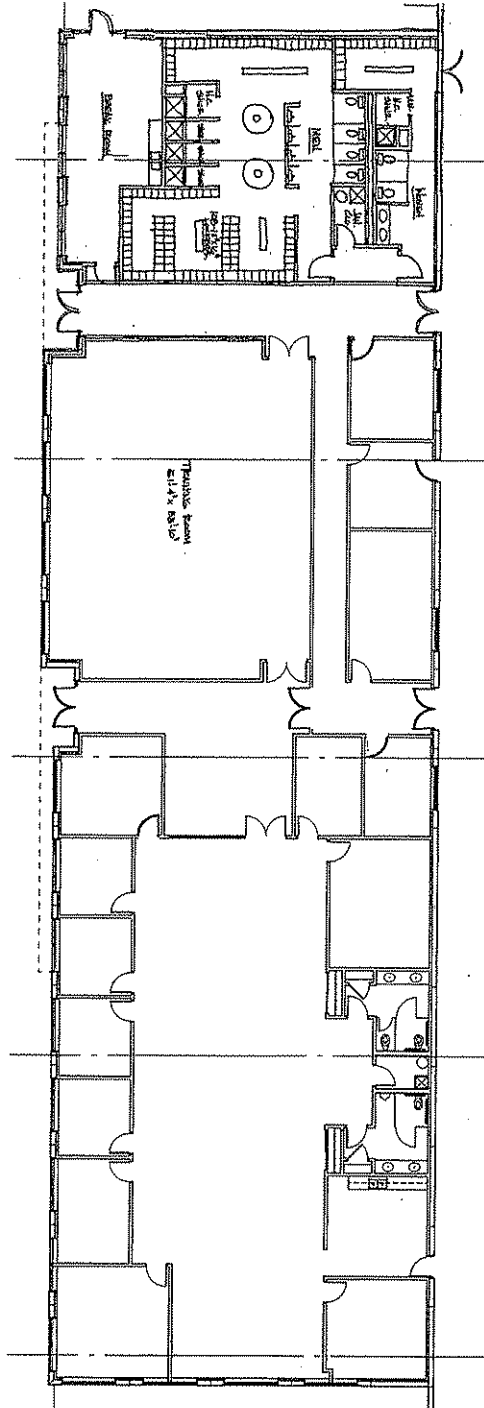


EXHIBIT G

LESSEE IMPROVEMENTS

Alternates

The Lessee has accepted the following specific allowances which costs include all fees, hard and soft costs (except for the Maintenance, Mechanical and Treatment Room Allowance, which shall be subject to the 10% overhead and profit and 5% general conditions fees as set forth in Article 30.4(c)), and shall be included and paid as a part of the Initial Change Order, in accordance with Section 30.4 of the Lease:

Paint three (3) interior walls (excludes rail wall)	\$48,500
Caulk roll stock area and dock areas to conveyors with Sonnoborn TF-100 (28,800 lf)	\$68,940
Install 6" steel pipe bollards at interior of each dock door, with PVC covers	\$28,750
Three additional doors equipped with Rite Hite 40,000# RHH4000 with dock lock, shelter, in accordance with Equipment specifications in Exhibit D	\$58,270
Add Maintenance, Mechanical and Treatment Room (Allowance)	\$650,000
*Per the supplied plans and specifications, we have included these rooms (totaling +/-12,775sf) as masonry to 12'-0" and painted drywall to deck.	
Increase girder spacing to accommodate 100' bays at five corrugator bays (Note: Deduct due for 1 bay as Lessee selects such spacing at 4 bays)	\$45,700
Add lighting to 30f.c. heaters at deck, sanitary sewer, domestic water line and floor drains to Maintenance, Mechanical and Treatment Room	\$200,000

EXHIBIT H

PLAN APPROVAL AND CONSTRUCTION SCHEDULE

[NOTE: Include items per See 30.2 and 30.7]

See Attached Schedule:

“Smurfit Stone at Cherry Hill Rail Park”.
Pre-Construction-Rev.1 may 22, 2007”

Smurfit-Stone at Cherry Hill Rail Park 366,022 SF

Pre-Construction - Rev. 1
May 22, 2007

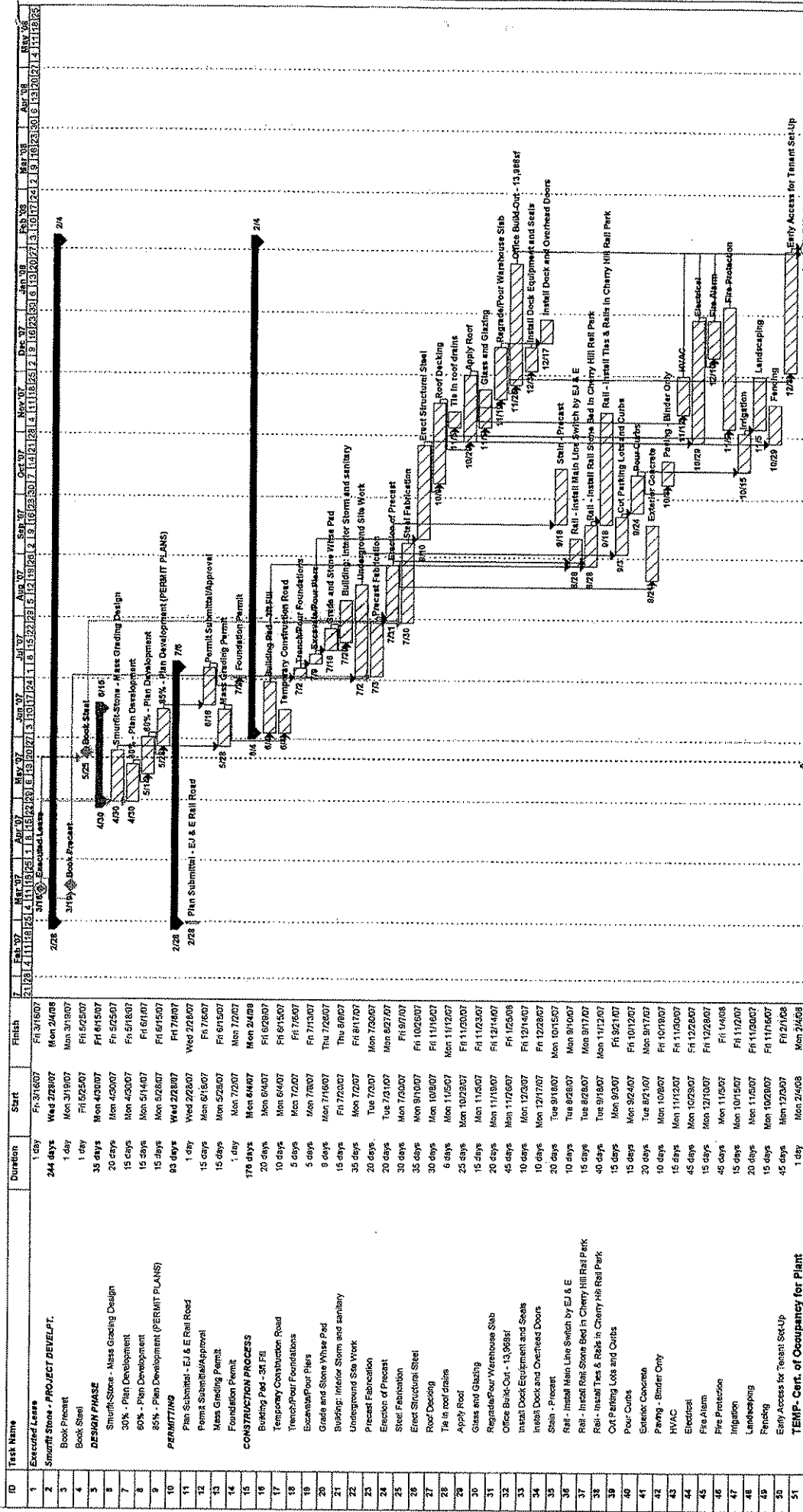


EXHIBIT I

CHERRY HILL RAIL PARK SITE PLAN

