

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Amendment") is made as of the 1st day of June, 2017, by and between West Point Chips, Inc., an Arkansas corporation ("Contractor") and WestRock CP, LLC, a Delaware limited liability company (successor in interest to Smurfit-Stone Container Enterprises, Inc., St. Laurent Paperboard (US), Inc.-1, St. Laurent Forest Products Corporation, and RockTenn CP, LLC) ("WestRock").

WHEREAS, Contractor and WestRock are parties to a certain Processing Agreement dated June 1, 2017 (the "Agreement"); and

WHEREAS, Contractor and WestRock are parties to a certain Lease dated February 22, 1999, as amended ("Lease"), which was originally executed by Contractor and St. Laurent Forest Products Corporation, and now the parties desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and respective representations, undertakings and agreement contained herein, Contractor and WestRock hereby agree as follows:

1. All capitalized terms used herein not otherwise specifically defined herein shall have the meanings set forth in the Lease.
2. The second paragraph of subparagraph 1(b) of the Lease is hereby amended to read as follows:

"TO HAVE AND TO HOLD, the Premises unto Tenant subject to the terms and conditions hereinafter set forth, for an initial term extending

until May 31, 2028 (“Initial Term”), and continuing thereafter for successive one (1) year periods, unless and until either party gives not less than three hundred sixty-five (365) days’ advance written notice of termination to the other party that this Lease shall terminate at the end of the Initial Term or at the end of any successive one (1) year period thereafter (the “Lease Term”), subject to the right of WestRock to terminate the Lease pursuant to Paragraph 15 of the Lease.”

3. Paragraph 11(b) of the Lease is hereby amended and restated in its entirety to read as follows:

(b) Throughout the Lease Term, Tenant, at its own cost and expense, shall insure the Premises, including all improvements, fixtures, and equipment used in connection with the operation of the Premises under a fire and extended coverage policy in an amount equal to the replacement costs thereof. Notwithstanding anything to the contrary in Paragraph 11, Tenant may self-insure its insurance obligations under this Paragraph (b). In the event of damage to the Premises, including all improvements, fixtures and equipment used in connection with the operation of the Premises, Tenant shall advise Landlord whether it is deemed an Event of Force Majeure per Paragraph 14 of the Agreement and proceed with all diligence and dispatch to restore the Premises to pre-loss condition and resume

operations whether covered under a commercial insurance policy or under Tenant's self-insurance program.

4. Paragraph 11(c) of the Lease is hereby amended and restated in its entirety to read as follows:

(c) All insurance provided by Tenant as required by this Paragraph 11 shall name Landlord as an additional insured and/or loss payee as appropriate and provide that loss, if any, payable thereunder shall be payable to Landlord as its interest, if any, may appear.

5. All provisions of the Lease which are not amended by this Amendment shall remain as either originally written or as amended by prior amendments, as the case may be, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Amendment to be executed in duplicate by their respective duly authorized representatives as of the date first above written.

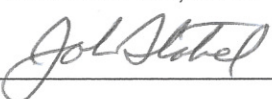
WEST POINT CHIPS, INC.

By: 

Title: CEO

Date: 5/30/17

WESTROCK CP, LLC

By: 

Title: Sr. V.P. Treasurer

Date: 5/24/2017

RCM