

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT ("Covenant") is made this 28th day of February, 2014, by **ROCKTENN CP, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, having its principal place of business at 504 Thrasher Street, Norcross, Georgia 30071; and

WHEREAS, RockTenn CP, LLC as successor to Smurfit-Stone Container Enterprises, Inc. is the owner ("Owner") of a parcel of real property located at 55 Schenck Street, North Tonawanda, Niagara County, New York, being part of lands conveyed by Kathleen Greenland to Smurfit-Stone Container Enterprises, Inc., by deed dated July 15, 2008 and recorded on July 21, 2008 in the Niagara County Clerk's Office in Liber 3443 at Page 305, known and designated on the tax map of the County Clerk of Niagara as tax map parcel number: Section 185.05 Block 1 Lot 14, and being more particularly described in Appendix "A," attached to this Covenant and made a part hereof, and hereinafter referred to as the "Property"; and

WHEREAS, the New York State Department of Environmental Conservation (the "Department") approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination disposed at the Property, and such remedy included the requirement to perform long-term groundwater monitoring; and

WHEREAS, in 2013, Owner requested the Department's approval to discontinue groundwater monitoring at the Property; and

WHEREAS, based on its review of the long-term monitoring results for the Property, the Department approved Owner's request to discontinue groundwater monitoring activities on August 27, 2013, subject to the requirement that Owner place an appropriate institutional control on the Property; and

NOW, THEREFORE, RockTenn, for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Covenant is as shown on a map attached to this Covenant as Appendix "B" and made a part hereof.

Second, unless prior written approval by the Department, or if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens (hereinafter referred to as the "Relevant Agency"), is first obtained, where contamination remains at the Property subject to the provisions of the approved Site Management Plan (the "SMP"), there shall be no construction, use or occupancy of the Property which threatens the integrity of any engineering controls, or which results in unacceptable human exposure to contaminated soils.

Third, the Owner of the Property shall not disturb, remove or otherwise interfere with (other than in a de minimis manner) the installation, use, operation, and maintenance of any engineering controls required for the remedy, which are described in an SMP, unless in each

instance the Owner first obtains a written waiver of such prohibition from the Department or Relevant Agency.

Fourth, the Owner of the Property shall prohibit the Property from ever being used for purposes other than commercial or industrial use without the express written waiver of such prohibition by the Department or Relevant Agency.

Fifth, the Owner of the Property shall prohibit the use of the groundwater underlying the Property for drinking water or potable use without treatment rendering it safe, unless the user first obtains permission to do so from the Department or Relevant Agency.

Sixth, at the Department's request, the Owner of the Property shall provide a periodic certification, prepared and submitted by a professional engineer or environmental professional reasonably acceptable to the Department or Relevant Agency, which will certify that the institutional and/or engineering controls put in place are unchanged from the previous certification, comply with the SMP, and have not been impaired.

Seventh, the Owner of the Property shall continue in full force and effect any institutional and/or engineering controls required for the remedy and maintain such controls, unless the Owner first obtains permission to discontinue such controls from the Department or Relevant Agency, in compliance with the approved SMP, which is incorporated and made enforceable hereto, subject to modifications as approved by the Department or Relevant Agency.

Eighth, this Covenant is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the Owner and its successors and assigns consent to enforcement by the Department or Relevant Agency of the prohibitions and restrictions that the SMP requires to be recorded, and hereby covenant not to contest the authority of the Department or Relevant Agency to seek enforcement of this Covenant.

Ninth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Department or Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Covenant.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

RockTenn CP, LLC
By: [Signature]
Name: John D. Stakel mhd
Title: Senior Vice President

STATE OF GEORGIA)
) ss:
COUNTY OF GWINNETT)

On the 12th day of May in the year 2014, before me, the undersigned, personally appeared John D. Stakel, personally known to me or provide to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Signature

Notary Stamp & Expiration Date:



APPENDIX "A"

Legal Description

All that tract or parcel of land, situate in the City of North Tonawanda, County of Niagara and State of New York, being part of Lot 80 Mile Reserve, and being more particularly bounded and described as follows:

Beginning at the point in the southerly line of Schenck Street, distant 125 feet easterly measured along said line of Schenck Street from the point of intersection of the said southerly line of Schenck Street, with the northerly line of land conveyed by Mary F. Vandervoort and others to Niagara Bridge and Canandaigua Railroad Company by deed recorded in Niagara County Clerk's Office in Liber 88 of Deeds at Page 283;

Running thence southeasterly 290 feet to a point distant northeasterly 196 feet at right angles from the northeasterly line of lands conveyed by aforesaid deed;

Thence southeasterly 31.4 feet along the easterly line of land conveyed to the New York Central Railroad Company by deed recorded in Niagara County Clerk's Office in Liber 537 of Deeds at Page 38 (being a line the extension of which southerly intersects the northerly line of Thompson Street) at a point 205 feet easterly measured along the said northerly line of Thompson Street from the northeast line of lands conveyed by the aforesaid deed recorded in Liber 88 of Deeds at Page 283);

Thence easterly on a line parallel with Schenck Street, 221.5 feet to the westerly line of lands of the Erie Railroad Company;

Thence northwesterly and along the westerly line of lands of Erie Railroad Company about 319.375 feet to the southerly line of Schenck Street;

Thence westerly and along the southerly line of Schenck Street about 224 feet to the point or place of beginning.

As-Surveyed Description:

All that tract or parcel of land, situate in the City of North Tonawanda, County of Niagara and State of New York, being part of Lot 80 Mile Reserve, and being more particularly bounded and described as follows:

Beginning at the point in the southerly line of Schenck Street, distant 481.26 feet westerly as measured along said line of Schenck Street from the westerly side of Oliver Street;

Running thence southerly at an interior angle of $111^{\circ} 59' 57''$ with said southerly side of Schenck Street, a distance of 319.375 feet;

Thence westerly along a line parallel with Schenck Street, a distance of 221.50 feet to a point of land now or formerly of New York Railroad;

Thence northerly along said lands now or formerly of New York Railroad, 31.40 feet;

Thence northerly along a line a distance of 290.00 feet, and forming an internal angle of $66^{\circ} 05' 31''$ with the southerly side of Schenck Street;

Thence easterly along said southerly side of Schenck Street a distance of 224.99 feet to the point or place of beginning.