IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE SMURFIT-STONE CONTAINER CORP. SHAREHOLDER LITIGATION	Consolidated C.A. No. 6164-VCP
ROCK-TENN COMPANY and ROCKTENN CP, LLC, Defendants and Counterclaim-Plaintiffs, v. JOHN M. MARKS and MELVIN D. SPENCER, individually and as co-lead plaintiffs of the certified class, and IVORY HILL INVESTMENTS LLC, individually and as a member of the certified class, Plaintiffs and Counterclaim-Defendants.	

STIPULATION AND AGREEMENT OF COMPROMISE AND SETTLEMENT

This Stipulation and Agreement of Compromise and Settlement ("Stipulation"), dated October 5, 2011, which is entered into among (i) lead plaintiffs John M. Marks and Melvin D. Spencer (the "Plaintiffs"), on their own behalf and on behalf of the Class, as defined herein, and (ii) defendants Patrick J. Moore, Ralph F. Hake, Timothy J. Bernlohr, Terrell K. Crews, Eugene I. Davis, Michael E. Ducey, Jonathan F. Foster, Ernst A. Häberli, Arthur W. Huge and James J. O'Connor (the "Individual Defendants"), Rock-Tenn Company ("Rock-Tenn Co.") and Sam Acquisition LLC (now known as RockTenn CP, LLC)[1] (collectively, with Rock-Tenn Co., "Rock-Tenn") (Rock-Tenn, collectively with the Individual Defendants, "Defendants") (Defendants, collectively with the Plaintiffs, the "Parties"), by and through their undersigned attorneys, states all of the terms of the settlement and resolution of this matter and is intended by the Parties to fully and finally compromise, resolve, discharge and settle the Released Claims, as defined herein, subject to the approval of the Delaware Court of Chancery (the "Court"):

BACKGROUND TO THE SETTLEMENT

A. On January 23, 2011, Rock-Tenn and Smurfit-Stone announced that they had reached an agreement (the "Merger Agreement") for Rock-Tenn to acquire all outstanding shares of Smurfit-Stone common stock (collectively with the other transactions contemplated by the Merger Agreement, the "Transaction" or "Merger"). Pursuant to the Merger Agreement, each share of Smurfit-Stone common stock would be converted into the right to receive $17.50 in cash and 0.30605 shares of Rock-Tenn Co.

[1] Smurfit-Stone Container Corporation ("Smurfit-Stone") was also named as a defendant in the actions being settled herein. On May 27, 2011, Smurfit-Stone merged with and into Sam Acquisition LLC, with Sam Acquisition LLC as the surviving entity.

common stock (the "Merger Consideration"). At the time of the announcement and based on the trading price of Rock-Tenn Co. common stock on the trading day before the announcement, the total Merger Consideration was worth $35 per share.

B. Between February 2, 2011 and March 21, 2011, the following actions (together, the "Delaware Actions", and each, a "Delaware Action") were commenced before the Court on behalf of stockholders of Smurfit-Stone, challenging the Merger as a product of breaches of fiduciary duty by Smurfit-Stone's Board of Directors, allegedly aided and abetted by Rock-Tenn, and setting forth substantially similar allegations and seeking substantially similar relief:

(i) *Marks v. Smurfit-Stone Container Corp., et al.*, C.A. No. 6164,

(ii) *Gould v. Smurfit-Stone Container Corp., et al.*, C.A. No. 6291, and

(iii) *Spencer v. Moore, et al.*, C.A. No. 6299.

C. In addition, between January 26, 2011 and February 4, 2011, the following actions were filed in Illinois state court on behalf of stockholders of Smurfit-Stone, challenging the Merger as a product of breaches of fiduciary duty by Smurfit-Stone's Board of Directors, allegedly aided and abetted by Rock-Tenn and Smurfit-Stone, and setting forth substantially similar allegations and seeking substantially similar relief as that sought in the Delaware Actions:

(i) *Gold v. Smurfit-Stone Container Corp., et al.*, No. 11-CH-3371,[2]

(ii) *Roseman v. Smurfit-Stone Container Corp., et al.*, No. 11-CH-3519,

[2] Although the plaintiff's name appears in this caption as "Gold", the plaintiff in this case is Matthew Gould, the individual who appears as plaintiff in the Delaware Action captioned *Gould v. Smurfit-Stone Container Corp., et al.*, C.A. No. 6291. After the Illinois Action was consolidated, Gould was voluntarily dismissed as a named plaintiff in the Illinois Action.

(iii) *Findley v. Smurfit-Stone Container Corp., et al.*, No. 11-CH-3726, and

(iv) *Czech v. Smurfit-Stone Container Corp., et al.*, No. 11-CH-4282.

On February 10, 2011, these cases were consolidated together into a single action captioned *Gold v. Smurfit-Stone Container Corp., et al.*, No. 11-CH-3371 (the "Illinois Action").

D. On February 8, 2011, Marks filed a motion for a preliminary injunction in *Marks v. Smurfit-Stone Container Corp., et al.*, C.A. No. 6164.

E. On February 22, 2011, Defendants filed a motion in Delaware to proceed in one jurisdiction. Specifically, Defendants requested that the Court confer with the judge in the Illinois Action and attempt to determine a single forum in which the entire litigation should proceed and that the other court stay or dismiss the actions pending before it. Defendants proposed that the then-pending Delaware Action, *Marks v. Smurfit-Stone Container Corp., et al.*, C.A. No. 6164, proceed and that the Illinois Action be stayed; Marks did not oppose this motion.

F. On February 23, 2011, Smurfit-Stone, Rock-Tenn Co. and Sam Acquisition LLC filed a corresponding motion in Illinois, asking that the Illinois Action be dismissed or stayed in favor of the Delaware Actions. Initially, the plaintiffs in the Illinois Action opposed this motion.

G. Also on February 23, 2011, Plaintiff Matthew Gould filed a Motion for Appointment of Class Counsel in the Illinois Action. The motion was unopposed.

H. On February 24, 2011, Rock-Tenn Co. filed with the U.S. Securities and Exchange Commission (the "SEC") a Registration Statement on Form S-4 (the "S-4") with respect to the Rock-Tenn Co. common stock to be issued as part of the Merger Consideration in connection with the Transaction. The S-4 included a Joint Preliminary

Proxy/Prospectus of Rock-Tenn Co. and Smurfit-Stone (the "Preliminary Proxy Statement").

I. As filed on February 24, 2011, the Preliminary Proxy Statement erroneously described and attached an outdated version of 8 *Del. C.* § 262 rather than the current version of the statute (the "Appraisal-Related Disclosure Error").

J. On March 4, 2011, plaintiffs in the Illinois Action moved to file an amended complaint.

K. On March 8, 2011, Robbins Geller Rudman & Dowd LLP ("Robbins Geller") was appointed class counsel in the Illinois Action. The March 8 order also memorialized an agreement between the Parties to coordinate discovery in the Illinois and Delaware Actions and granted the March 4 motion to file an amended complaint.

L. On March 23, 2011, Plaintiffs moved to consolidate the Delaware Actions.

M. The Court granted the motion to consolidate the Delaware Actions on March 24, 2011. In its order, the Court consolidated the Delaware Actions into a single action captioned *In re Smurfit-Stone Container Corp. Shareholder Litigation*, C.A. No. 6164 (the "Action", collectively with the Illinois Action, the "Delaware and Illinois Actions"). The Court's consolidation order certified Marks and Spencer as the representatives of a putative class of Smurfit-Stone stockholders and designated the firms of Grant & Eisenhofer P.A. ("G&E"), Bernstein Litowitz Berger & Grossmann LLP ("Bernstein Litowitz") and Faruqi & Faruqi, LLP ("F&F") as co-lead counsel.

N. In its consolidation order, the Court designated Spencer's complaint the operative complaint. Spencer's complaint alleged, *inter alia*, that the Merger was a product of breaches of fiduciary duty by Smurfit-Stone's Board of Directors, allegedly

aided and abetted by Rock-Tenn, and that the Preliminary Proxy Statement misrepresented or omitted material facts regarding the Merger. Spencer's complaint contended that the breaches of fiduciary duty and the alleged deficiencies in the Preliminary Proxy Statement required the Court to issue preliminary and permanent injunctive relief enjoining the stockholder vote on the Transaction. Spencer's complaint did not mention the Appraisal-Related Disclosure Error.

O. On March 24, 2011, Plaintiffs moved the Court to certify a class consisting of "all record and beneficial holders of Smurfit-Stone common stock as of January 23, 2011, or their successors in interest, who have been injured or threatened with injury by the allegedly unlawful conduct of the Defendants". The proposed class excluded "Defendants and any person, firm, trust, corporation or other entity related to or affiliated with any of the Defendants".

P. In March and April 2011, the Parties secured the entry by the Court of a confidentiality order, served and responded to document requests, exchanged over 280,000 pages of documents, issued deposition notices and conducted six fact depositions, served subpoenas on and took discovery from non-parties to the Action and identified and took discovery from expert witnesses.

Q. On April 1, 2011, Judge Rita M. Novak of the Circuit Court of Cook County, Illinois, heard argument regarding Defendants' motion to proceed in one jurisdiction. On April 21, 2011, Judge Novak issued an order which, in principal part, stayed the Illinois Action until resolution of the preliminary injunction proceedings in Delaware.

R. Also on April 21, Plaintiffs filed a stipulation seeking to add Robbins Geller as co-lead counsel in the Action. The Court issued an order to this effect on April 25, 2011.

S. After several amendments, the S-4 was declared effective on April 27, 2011. Also on April 27, 2011, Smurfit-Stone filed with the SEC a Definitive Proxy Statement (the "Definitive Proxy Statement"). The Definitive Proxy Statement contained the Appraisal-Related Disclosure Error.

T. On April 30, 2011, Plaintiffs filed their opening brief in connection with the earlier-filed motion for a preliminary injunction enjoining the stockholder vote. Defendants filed opposition papers on May 11, 2011, and Plaintiffs filed their reply on May 15, 2011. The preliminary injunction papers filed by Plaintiffs asserted, *inter alia*, that the S-4 and Definitive Proxy Statement continued to omit material facts regarding the Merger, but those papers did not mention the Appraisal-Related Disclosure Error.

U. On May 2, 2011, the Court entered an order certifying a class of plaintiffs consisting of "all record and beneficial holders of Smurfit-Stone common stock as of January 23, 2011, or their successors in interest, who have been injured or threatened with injury by the allegedly unlawful conduct of the Defendants" (the "Initial Class"). The order excluded from the Initial Class the Defendants "and any person, firm, trust, corporation or other entity related to or affiliated with any of the Defendants".

V. In its May 2, 2011 order, the Court named Marks and Spencer as the representatives of the Initial Class and designated the firms of G&E, Bernstein Litowitz, F&F and Robbins Geller as lead counsel to the Initial Class.

W. On May 3, 2011, counsel for plaintiffs in the Illinois Action wrote to Judge Novak to inform her that Robbins Geller had agreed (1) to stay the Illinois Action in deference to the Action and (2) to dismiss the Illinois Action upon final resolution of the Action.

X. On May 16, 2011, although it believed that the disclosure-related allegations in the Delaware and Illinois Actions were without merit, Smurfit-Stone made certain supplemental disclosures to the Definitive Proxy Statement. These disclosures directly addressed the alleged disclosure deficiencies that had been highlighted in Plaintiffs' preliminary injunction papers and were made as a direct result of Plaintiffs' pursuit of their preliminary injunction motion.

Y. On May 18, 2011, the Court heard argument on the preliminary injunction motion. During argument, Plaintiffs' counsel informed the Court that the supplemental disclosures made by Smurfit-Stone on May 16, 2011 had rendered moot the disclosure deficiencies alleged in Plaintiffs' moving papers. The hearing focused on Plaintiffs' request for a preliminary injunction based on alleged breaches of fiduciary duty by Smurfit-Stone's Board of Directors in negotiating and approving the Transaction.

Z. On May 20, 2011, the Court denied the Plaintiffs' motion for a preliminary injunction and permitted the stockholder vote to proceed.

AA. During the period between and including January 23, 2011, and May 27, 2011, Smurfit-Stone issued several million new shares of common stock. Holders of these shares were not part of the Initial Class, which was defined by reference to holders of shares outstanding as of January 23, 2011.

BB. On May 27, 2011, Smurfit-Stone held a stockholder meeting, and the stockholders voted to approve the Transaction. Over 91% of the shares of Smurfit-Stone common stock that voted, and 73% of all outstanding Smurfit-Stone common stock eligible to vote, was voted in favor of the Merger. Later that day, the Transaction closed.

CC. Based on the price of Rock-Tenn Co. common stock on the Merger Date, the value of the Merger Consideration received by Smurfit-Stone stockholders, rounded to the nearest penny, was $41.26 per share.

DD. On June 17, 2011, Ivory Hill Investments LLC ("Ivory Hill"), a purported former holder of Smurfit-Stone common stock, sent a letter to Rock-Tenn notifying it of the Appraisal-Related Disclosure Error.

EE. On July 7, 2011, Rock-Tenn brought a counterclaim (the "Counterclaim") against the Initial Class and against Ivory Hill. In the Counterclaim, Rock-Tenn sought a declaratory judgment with respect to its liability, if any, for the Appraisal-Related Disclosure Error and the proper form of remedy, if any, for that error.

FF. On July 20, 2011, by agreement of the plaintiffs in the Illinois Action and the Defendants, the Illinois Action was dismissed without prejudice.

NOW, THEREFORE, IT IS STIPULATED, CONSENTED TO AND AGREED, by Plaintiffs, for themselves and on behalf of the Class (as defined below), and Defendants that, subject to the approval of the Court and pursuant to Delaware Court of Chancery Rule 23 and the other conditions set forth herein, for the good and valuable consideration set forth herein and conferred on Plaintiffs and the Class, the Action shall be finally and fully settled, compromised and dismissed on the merits and with prejudice, and all of the Released Claims shall be finally and fully compromised, settled, released

and dismissed with prejudice, in the manner and upon the terms and conditions hereafter set forth.

DEFINITIONS

1. In addition to the terms defined above, the following capitalized terms used in this Stipulation shall have the meanings specified below:

(a) "Administrator" means the firm retained by Rock-Tenn to administer the Settlement.

(b) "Class" means any and all record and beneficial holders of Smurfit-Stone common stock at any time during the Class Period, or their respective successors in interest, but excluding the following: the Defendants; members of the immediate families of each of the Individual Defendants; any parents, subsidiaries and affiliates of any Defendant; current and former directors and officers of any Defendant or of any of Defendants' parents, subsidiaries or affiliates; any person, firm, trust, corporation or other entity in which any Defendant during the Class Period had a controlling interest; and the legal representatives, heirs, successors in interest or assigns of any such person or entity.

(c) "Class Counsel" means the law firms of Bernstein Litowitz, F&F, G&E, and Robbins Geller.

(d) "Class Member" means a member of the Class.

(e) "Class Period" means the period between and including January 23, 2011, and May 27, 2011.

(f) "Defendants' Counsel" means the law firms of Cravath, Swaine & Moore LLP; Morris, Nichols, Arsht & Tunnell, LLP; Wachtell, Lipton, Rosen & Katz; and Young Conway Stargatt & Taylor LLP.

(g) "Effective Date" means the first business day following the date the Judgment becomes final and unappealable, whether by affirmance on or exhaustion of any possible appeal or review, writ of certiorari, lapse of time or otherwise. The finality of the Judgment shall not be affected by any appeal or other proceeding solely regarding an application for attorneys' fees and expenses.

(h) "Judgment" means the Final Order and Judgment to be entered in the Action substantially in the form attached as Exhibit E hereto.

(i) "Merger Date" means May 27, 2011.

(j) "Notice" means the Notice of Proposed Settlement of Class Action, Settlement Hearing and Right to Appear, which is to be sent to Class Members substantially in the form attached hereto as Exhibit B.

(k) "Participation Amount" means the amount submitted to Rock-Tenn by a Class Member in satisfaction of the payment required as a condition of participating in the Quasi-Appraisal Proceeding (as defined in Paragraph 2).

(l) "Person" means any individual, corporation, general or limited partnership, limited liability company, association, joint stock company, joint venture, estate, legal representative, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

(m) "Quasi-Appraisal Petitioner" means a Class Member who elects to, and fulfills the requirements necessary to, participate in the Quasi-Appraisal Proceeding.

(n) "Released Claims" means Released Defendants' Claims and Released Plaintiffs' Claims.

(o) "Released Defendants' Claims" means any and all claims, counterclaims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, expert or consulting fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including both known claims and Unknown Claims (as defined below), whether legal, equitable or of any other type, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule, that have been or could have been asserted in the Delaware and Illinois Actions or in any other court, tribunal, forum or proceeding by Defendants or any of them or their respective successors and assigns against Plaintiffs, any of the other Class Members or their respective counsel, which arise out of or relate in any way to the Transaction or the institution, prosecution, settlement or dismissal of the Delaware and Illinois Actions. The Released Defendants' Claims shall not, however, include (x) the right to enforce the Settlement or (y) the right to assert defenses to any claims for statutory appraisal or claims brought in the Quasi-Appraisal Proceeding.

(p) "Released Defendant Parties" means (i) any and all Defendants, (ii) their respective past or present immediate family members, affiliates,

associates, subsidiaries, parents, predecessors, successors, officers, directors, employees, agents, advisors, financial or investment advisors, insurers, and attorneys, (iii) any Person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest, and (iv) the legal representatives, heirs, successors in interest or assigns of any of the foregoing.

(q) "Released Plaintiffs' Claims" means any and all manner of claims, counterclaims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, expert or consulting fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including both known claims and Unknown Claims (as defined below), whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including but not limited to any claims under federal securities laws or state disclosure law or any claims that could be asserted derivatively) that (i) were asserted in the Delaware and Illinois Actions; or (ii) could have been asserted in the Delaware and Illinois Actions or in any other court, tribunal, forum or proceeding by any or all Plaintiffs or other Class Members, which arise out of the Class Members' status as holders of

Smurfit-Stone common stock during the Class Period and are based upon, arise out of or involve, directly or indirectly, (a) the Merger Agreement or the Transaction; (b) disclosures or statements concerning the Merger Agreement or the Transaction; or (c) any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof that were alleged, asserted, set forth or claimed in the Delaware Actions and/or Illinois Action. The Released Plaintiffs' Claims shall not, however, include (x) the right to enforce the Settlement; (y) claims for statutory appraisal with respect to the Merger pursuant to Section 262 of the Delaware General Corporation Law by holders of Smurfit-Stone common stock who properly perfect such claims for appraisal and do not otherwise waive their appraisal rights; or (z) claims in the Quasi-Appraisal Proceeding.

(r) "Released Plaintiff Parties" means any and all Plaintiffs, any and all of the other Class Members, and their respective counsel (including Class Counsel).

(s) "Settlement" means the settlement contemplated by this Stipulation.

(t) "Settlement Hearing" means the hearing to be held by the Court to determine whether the proposed Settlement should be approved as fair, reasonable and adequate, whether all Released Claims should be dismissed with prejudice in the manner and upon the terms and conditions set forth in this Stipulation, whether an order and judgment approving the Settlement should be

entered, and whether and in what amount any award of attorneys' fees and reimbursement of expenses should be paid to Class Counsel.

(u) "Settlement Stock Value" means the average of the volume weighted average price per share of Rock-Tenn Co. common stock on the New York Stock Exchange (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source selected by Rock-Tenn) on each of the ten (10) consecutive trading days ending prior to the date of payment of the Quasi-Appraisal Award, calculated to the nearest one-tenth of one cent.

(v) "Unknown Claims" means any and all claims that any Plaintiff or other Class Member does not know or suspect exists in his, her or its favor as against the Released Defendant Parties at the time of the release of the Released Plaintiffs' Claims, including without limitation those which, if known, might have affected the decision to enter into the Settlement, and any and all claims which any Defendant does not know or suspect to exist in his, her or its favor as against the Released Plaintiff Parties at the time of the release of the Released Defendants' Claims, including without limitation those which, if known, might have affected the decision to enter into the Settlement. With respect to all Released Claims, the Parties relinquish, and by operation of law the other Class Members and the other Released Defendant Parties shall be deemed to have relinquished, on the Effective Date, to the full extent permitted by law, the provisions, right and benefits of Section 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM

OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In addition, with respect to all Released Claims, the Parties relinquish, and by operation of law the other Class Members and the other Released Defendant Parties shall be deemed to have relinquished, on the Effective Date, to the full extent permitted by law, the provisions, rights, and benefits of any state, local, foreign, federal, statutory, regulatory, common or other law or rule, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Parties acknowledge, and by operation of law the other Class Members and the other Released Defendant Parties shall be deemed to have acknowledged, on the Effective Date, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties that this Stipulation completely, fully, finally and forever extinguishes any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and by operation of law the other Class Members and the other Released Defendant Parties shall be deemed to have acknowledged, on the Effective Date, that the inclusion of "Unknown Claims" in the definition of "Released Defendants' Claims" and "Released Plaintiffs' Claims" was separately bargained for and was a key element of the Settlement and was relied upon by each and all of the Parties in entering into this Stipulation.

SETTLEMENT CONSIDERATION

2. In consideration for the full and final settlement and dismissal with prejudice of, and the release of, any and all Released Claims in the manner and upon the terms and conditions set forth in this Stipulation, the Parties will jointly request that the Court enter, as part of the Judgment, an order establishing the right of Class Members to elect to participate in a quasi-appraisal proceeding that will be governed by the rules and standards applicable to statutory appraisal proceedings under 8 *Del. C.* § 262, subject to the modifications set forth in this Paragraph 2 and in the Notice (the "Quasi-Appraisal Proceeding").

(a) **Categories of Quasi-Appraisal Petitioners:**

(i) A holder immediately prior to the closing of the Merger of a share of Smurfit-Stone common stock that was voted in favor of the Merger shall be eligible to participate in the Quasi-Appraisal Proceeding with respect to that share provided that, at the time the stockholder submits a Proof of Claim, the stockholder submits to Rock-Tenn $41.26 in cash, which represents the value (rounded to the nearest penny) of the per-share Merger Consideration on the Merger Date.

(ii) A holder immediately prior to the closing of the Merger of a share of Smurfit-Stone common stock that was not voted in favor of the Merger and for which appraisal rights have not already been sought pursuant to 8 *Del. C.* § 262 shall be eligible to participate in the Quasi-Appraisal Proceeding with respect to that share provided that, at the time the stockholder submits a Proof of Claim, the stockholder submits to Rock-Tenn $6.26 in cash, which represents the difference between the per-share value of the Merger Consideration on the Merger Date (rounded to the nearest penny) and the per-share value of the Merger Consideration upon the execution of the Merger Agreement.

(iii) A holder immediately prior to the closing of the Merger of a share of Smurfit-Stone common stock for which appraisal rights have already been sought under 8 *Del. C.* § 262 will retain the right to pursue statutory appraisal with respect to that share and the Settlement shall not alter or infringe that right. Such holder will not have the right to participate in the Quasi-Appraisal Proceeding with respect to that share and will not have any additional claims with respect to that share as a result of the Settlement. Notwithstanding the foregoing, nothing herein

shall prevent any Party from requesting that the Court consolidate or coordinate the Quasi-Appraisal Proceeding and any statutory appraisal proceedings for pre-trial and/or trial purposes.

(b) **Procedures Governing Quasi-Appraisal Proceeding:**

(i) In order to participate in the Quasi-Appraisal Proceeding, stockholders must provide evidence of ownership of Smurfit-Stone common stock immediately prior to the closing of the Merger by submitting the Proof of Claim attached hereto as Exhibit D (the "Proof of Claim") and complying with the instructions therein.

(ii) Notwithstanding any other provision of 8 *Del. C.* § 262, Quasi-Appraisal Petitioners who comply with the procedures set forth in this Paragraph 2 and in the Notice shall be deemed to have properly and timely perfected their claim to participate in the Quasi-Appraisal Proceeding.

(iii) On or before the later of (x) sixty (60) days after the Settlement Hearing or (y) thirty (30) days after the Effective Date (the "Participation Deadline"), any Class Member who wishes to establish his, her or its eligibility to participate in the Quasi-Appraisal Proceeding shall submit a Proof of Claim and enclose a wire transfer authorization, a check or a money order payable to Rock-Tenn Co. in accordance with the terms of the Proof of Claim.

(iv) If the Effective Date does not occur within sixty (60) days after the Settlement Hearing, then within one week after the Effective Date, Rock-Tenn will inform Class Members of the occurrence of the Effective Date, and of the Participation Deadline, by means of a posting on www.rocktenn.com and in a Form 8-K filing with the SEC.

(v) Within thirty (30) days after the Participation Deadline, any Class Member who has timely filed a Proof of Claim and wishes to pursue quasi-appraisal may file a petition for quasi-appraisal with the Court. All such petitions will be consolidated into a single Quasi-Appraisal Proceeding. Any Quasi-Appraisal Petitioner who submits a timely petition may seek the Court's permission to prosecute the Quasi-Appraisal Proceeding on behalf of all Class Members who submitted Proofs of Claim and are entitled to participate in the Quasi-Appraisal Proceeding but who did not timely file their own petitions for quasi-appraisal. If no Class Member timely files a petition for quasi-appraisal, or if no Class Member seeks permission to prosecute the Quasi-Appraisal Proceeding on behalf of eligible Class Members who did not submit their own petitions, Rock-Tenn will refund the Participation Amounts of those Class Members who did not submit quasi-appraisal petitions, and those Class Members will have no further right to quasi-appraisal.

(vi) Any dispute regarding a Person's entitlement to participate in the Quasi-Appraisal Proceeding—whether based on (a) the Person's membership in the Class; (b) the adequacy of the Person's Proof of Claim and any supporting documentation; (c) the Person's compliance with the procedures governing the Quasi-Appraisal Proceeding; or (d) any other reason—shall be resolved by the Court as part of the Quasi-Appraisal Proceeding.

(c) **Form of Payment.**

(i) If a judgment in the Quasi-Appraisal Proceeding (the "Quasi-Appraisal Judgment") results in the payment of an award by Rock-Tenn to Quasi-Appraisal Petitioners (the "Quasi-Appraisal Award"), the portion of the Quasi-Appraisal Award paid in respect of each share of Smurfit-Stone common stock described in Paragraph 2(a)(i) will be the appraised value, per share, of Smurfit-Stone as determined by the Court in the Quasi-Appraisal Judgment (the "Appraised Value Per Share"). The portion of the Quasi-Appraisal Award paid in respect of each share of Smurfit-Stone common stock described in Paragraph 2(a)(ii) will be the Appraised Value Per Share minus $35 per share; provided, however, that if the result of the foregoing calculation is equal to or less than zero, the portion of the Quasi-Appraisal Award paid in respect of each such share will be zero.

(ii) If the Quasi-Appraisal Judgment results in the payment of a Quasi-Appraisal Award, Quasi-Appraisal Petitioners will receive interest on so much of the amounts paid pursuant to Paragraph 2(c)(i) above as corresponds to their Participation Amounts, which interest will run from the date on which they submitted their Participation Amounts. If the Quasi-Appraisal Judgment results in the payment of a Quasi-Appraisal Award, Quasi-Appraisal Petitioners will receive interest on so much of the amounts paid pursuant to Paragraph 2(c)(i) above as corresponds to the excess of the Appraised Value Per Share over $41.26 per share, which interest will run from the Merger Date. The interest described in the preceding two sentences shall accrue at a rate determined in accordance with 8 *Del. C.* § 262.

(iii) Rock-Tenn shall pay the Quasi-Appraisal Award in cash, except that Rock-Tenn may pay a portion of the Quasi-Appraisal Award in shares of Rock-Tenn Co. common stock (with each share of Rock-Tenn Co. common stock valued for this purpose using the Settlement Stock Value) if, in the opinion of counsel to Rock-Tenn, payment of such portion in stock is necessary to avoid any risk to the tax-free treatment of the Merger for U.S. federal income tax purposes.

(d) Rock-Tenn shall retain any unique defenses it currently has with respect to any individual statutory appraisal petitioner or Quasi-Appraisal

Petitioner. Such defenses do not constitute, and are not subject to, the Released Defendants' Claims.

(e) The Quasi-Appraisal Proceeding will be a separate action from the Action, with a new docket number. Plaintiffs and Class Counsel agree not to oppose a request by Defendants to consolidate the Quasi-Appraisal Proceeding with any statutory appraisal proceeding brought by a former Smurfit-Stone stockholder that has properly perfected his, her or its appraisal rights under 8 *Del. C.* § 262.

(f) Class Members who elect to participate in the Quasi-Appraisal Proceeding will be responsible for any attorneys' fees, costs and expenses incurred in pursuing the Quasi-Appraisal Proceeding. Defendants will have no responsibility to cover or reimburse any portion of such attorneys' fees, costs or expenses.

SCOPE AND EFFECT OF SETTLEMENT

3. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action, and shall fully, finally, and forever release, relinquish, and discharge any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties and shall also fully, finally, and forever release, relinquish, and discharge any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

4. As of the date of Judgment, the Action shall be dismissed with prejudice, on the merits and without costs except with regard to the Fee and Expense Award as set forth herein.

5. As of the Effective Date, Plaintiffs and each of the other Class Members, individually and collectively, on behalf of themselves and any and all of their respective heirs, executors, administrators, estates, assigns, predecessors in interest, successors in interest, representatives, trustees, or transferees, immediate and remote, and any Person or entity acting for or on behalf of, or claiming under any of them, and each of them, shall and hereby do completely, fully, finally, and forever release, relinquish, and discharge the Released Defendant Parties from any and all of the Released Plaintiffs' Claims, and will be forever barred and enjoined from commencing, instituting, or prosecuting any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties.

6. As of the Effective Date, Defendants and each of the other Released Defendant Parties, individually and collectively, on behalf of themselves and any and all of their respective heirs, executors, administrators, estates, assigns, predecessors in interest, successors in interest, representatives, trustees, or transferees, immediate and remote, and any Person or entity acting for or on behalf of, or claiming under any of them, and each of them, shall and hereby do completely, fully, finally, and forever release, relinquish, and discharge the Released Plaintiff Parties from any and all of the Released Defendants' Claims, and will be forever barred and enjoined from commencing, instituting, or prosecuting any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL/ISSUANCE OF A SCHEDULING ORDER

7. As soon as practicable after this Stipulation has been executed, Plaintiffs and Defendants shall jointly submit the Stipulation together with its exhibits to the Court and

shall apply to the Court for entry of an Order in the form attached hereto as Exhibit A (the "Scheduling Order") providing for, among other things: (a) an amendment to the definition of the certified class in the Action from the Initial Class to the Class; (b) the mailing to the Class Members of the Notice, substantially in the form attached hereto as Exhibit B, and the Proof of Claim, substantially in the form attached hereto as Exhibit D; (c) the publication of the Summary Notice of Proposed Settlement of Class Action, Settlement Hearing, and Right to Appear (the "Summary Notice"), substantially in the form attached hereto as Exhibit C; (d) the scheduling of the Settlement Hearing to consider, among other things: (i) the proposed Settlement; (ii) the joint request of the Parties that the Judgment be entered substantially in the form attached hereto as Exhibit E; (iii) Class Counsel's application (on behalf of all counsel for plaintiffs in the Delaware and Illinois Actions) for attorneys' fees and expenses; and (iv) any objections to the foregoing; and (e) a stay of the Action pending further order from the Court. At the Settlement Hearing, the Parties shall jointly request that the Judgment be entered implementing the terms of the Settlement substantially in the form attached hereto as Exhibit E.

NOTICE

8. Rock-Tenn shall be responsible for providing notice of the proposed Settlement to Class Members. In connection with their application for entry of the Scheduling Order, the Parties shall jointly request that the Court approve the dissemination of notice of the proposed Settlement to Class Members by means of: (a) mailing of the Notice and Proof of Claim to the Class Members at the address of each such Person as set forth in the records of Rock-Tenn and/or its successor and/or its transfer agent(s), or who otherwise may be identified through further reasonable effort;

(b) publication of the Summary Notice in the national edition of *The Wall Street Journal*; (c) dissemination of a press release substantially in the form attached hereto as Exhibit F; (d) publication of the Notice, Proof of Claim and the Stipulation and all exhibits thereto, on www.rocktenn.com until the Effective Date; and (e) making a Form 8-K filing with the SEC that includes the Stipulation and all exhibits thereto. The Parties shall jointly request that the Settlement Hearing be scheduled for a date no later than sixty (60) calendar days after the date of entry of the Scheduling Order.

9. Rock-Tenn shall assume administrative responsibility for and will pay all reasonable costs and expenses related to preparing and disseminating notice of the proposed Settlement, irrespective of whether the Court approves the Settlement, and in no event shall Plaintiffs, the other Class Members, Class Counsel, or any other counsel for plaintiffs in the Delaware Actions or the Illinois Action, be responsible for any notice costs or expenses. Rock-Tenn shall also assume administrative responsibility for and will pay all reasonable costs and expenses related to the administration of the Settlement, including, without limitation, preparing and disseminating the Proof of Claim to Class Members, processing Proofs of Claim and any and all fees, costs or expenses incurred by the Administrator, irrespective of whether the Court approves the Settlement.

DISMISSAL OF ACTIONS WITH PREJUDICE

10. If the Settlement (including any modification made thereto with the consent of the Parties as provided for herein) is approved by the Court, the Parties shall jointly and promptly request that the Court enter Judgment substantially in the form attached hereto as Exhibit E.

STAY OF PROCEEDINGS

11. Pending the Effective Date, the Parties agree to stay the proceedings in the Action and to stay and not to initiate any and all other proceedings relating, directly or indirectly, to the Released Claims, other than those incident to the Settlement itself.

12. The Parties agree to use their best efforts to seek the stay and dismissal of and to oppose entry of any interim or final relief in favor of any Class Member in any other litigation against any of the Released Defendant Parties which challenges the Settlement, the Transaction or otherwise involves any of the Released Plaintiffs' Claims. Plaintiffs agree that the time to answer or otherwise respond to any of the complaints or discovery requests that have been filed or served to date, or that are contemplated to be filed or served in the Action, is extended without date. Class Counsel and Defendants' Counsel shall enter into such documentation as shall be required to effectuate the foregoing agreements.

BEST EFFORTS

13. The Parties and their respective counsel agree to cooperate fully with one another in seeking the Court's approval of this Stipulation and the Settlement and to use their best efforts to effect the consummation of the Settlement (including, but not limited to, using reasonable efforts to defeat any objections raised to the Settlement). Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement or this Stipulation.

ATTORNEYS' FEES AND EXPENSES

14. Prior to the Settlement Hearing, Class Counsel will submit a fee application to the Court for a collective award of attorneys' fees and litigation expenses to Class Counsel (on behalf of all counsel for plaintiffs in the Delaware and Illinois Actions)

which shall be no greater than the amount set forth in the Notice attached hereto as Exhibit B (the "Fee and Expense Application"). Defendants agree that Class Counsel have established a right to an award of attorneys' fees and expenses based on the benefits provided to the Class. The Parties will negotiate in good faith in an effort to reach agreement regarding the amount to be requested in the Fee and Expense Application, but if no agreement is reached, Defendants reserve the right to object to the amount requested by Class Counsel. The Parties acknowledge and agree that, within five (5) business days after the date of entry by the Court of an order awarding attorneys' fees or expenses (the "Fee and Expense Award"), Rock-Tenn, on behalf of and for the benefit of itself and the other Defendants, shall cause payment to be made to Class Counsel, notwithstanding the existence of any timely filed objections to the Fee and Expense Award, potential for appeal therefrom or collateral attack on the Settlement or any part thereof; *provided, however,* that in the event that the Fee and Expense Award is disapproved, reduced, reversed or otherwise modified, whether on appeal, further proceedings on remand, successful collateral attack or otherwise, Class Counsel shall, within five (5) business days after Class Counsel receives notice of any such disapproval, reduction, reversal or other modification, submit to Rock-Tenn the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award on the one hand, and any attorneys' fees and expenses ultimately awarded after appeal, further proceedings on remand or collateral attack on the other hand, plus accrued interest.

15. The disposition of the Fee and Expense Application is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be granted.

16. Any disapproval or modification of the Fee and Expense Application by the Court or on appeal shall not affect or delay the enforceability of this Stipulation, provide any of the Parties with the right to terminate the Settlement, or affect or delay the binding effect of the Judgment or the release of the Released Claims. Final resolution of the Fee and Expense Application shall not be a condition to the dismissal of the Action.

17. Any other provision of this Stipulation notwithstanding, no fees or expenses shall be paid to Class Counsel in the absence of the entry by the Court of a Judgment containing a release of the Released Plaintiffs' Claims substantially in the form appearing in the Judgment attached hereto as Exhibit E, *provided, however*, that in the absence of the entry of such a judgment, Class Counsel shall retain the right to apply to the Court for an award of attorneys' fees and expenses on grounds of mootness, and Defendants retain the right to oppose any such application. The last sentence of Paragraph 14 shall apply with respect to any such mootness-related award.

18. Class Counsel waives any right to seek any award of attorneys' fees or expenses with respect to the Delaware and Illinois Actions except as provided in this Stipulation.

19. Class Counsel shall allocate the Fee and Expense Award amongst plaintiffs' counsel in the Delaware and Illinois Actions in a manner which they, in good faith, believe reflects the contributions of such counsel to the prosecution and settlement of the actions. Class Counsel warrant that no portion of the Fee and Expense Award shall be paid to any Plaintiff or any other Class Member, except as approved by the Court. Defendants shall have no input into or responsibility for the allocation of the Fee and Expense Award among counsel for plaintiffs in the Delaware and Illinois Actions.

EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

20. If (a) the Court declines to enter the Scheduling Order in any material respect; (b) the Court declines to enter the Judgment in any material respect; or (c) the Court enters the Judgment but on or following appeal, remand, collateral attack or other proceedings the Judgment is modified or reversed in any material respect, this Stipulation shall be canceled and terminated unless counsel for each of the Parties to this Stipulation, within ten (10) business days from receipt of such ruling or event, agrees in writing with counsel for the other Parties to proceed with this Stipulation and the Settlement, with such modifications, if any, as to which all other Parties in their sole judgment and discretion may agree. For purposes of this Paragraph, an intent to proceed shall not be valid unless it is expressed in a signed writing. Neither a modification nor a reversal on appeal as to the amount of attorneys' fees, costs or expenses awarded by the Court to Class Counsel shall be deemed a material modification of the Judgment or this Stipulation.

21. If either (a) the Effective Date does not occur, or (b) this Stipulation is disapproved, canceled or terminated pursuant to its terms, all of the Parties shall be deemed to have reverted to their respective litigation status immediately prior to the execution of this Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed and any related orders had not been entered. In that event, all of the Parties' respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way.

STIPULATION NOT AN ADMISSION

22. The provisions contained in this Stipulation and all negotiations, statements and proceedings in connection therewith are not, will not be argued to be, and will not be

deemed to be a presumption, a concession or an admission by any Party of any fault, liability or wrongdoing as to any fact or claim alleged or asserted in the Action or any other actions or proceedings and will not be interpreted, construed, deemed, invoked, offered or received in evidence, or otherwise used by any Party or Person in this or any other actions or proceedings, whether civil, criminal or administrative; *provided, however*, that the Stipulation and/or Judgment may be introduced in any proceeding, in any forum, as may be necessary to argue that the Stipulation and/or Judgment has res judicata, collateral estoppel or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and/or Judgment.

23. The entry by the Plaintiffs into this Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action, or to the merit of any counterclaims asserted in the Action. Class Counsel have conducted an investigation and pursued discovery relating to the claims and the underlying events and transactions alleged in the Action. Class Counsel have analyzed the evidence adduced during their investigation and through discovery and researched the applicable law with respect to Plaintiffs and the Class. In negotiating and evaluating the terms of this Stipulation, Class Counsel considered the significant legal and factual defenses to Plaintiffs' claims and the Counterclaim. Based upon their evaluation, Class Counsel have determined that the Settlement set forth in this Stipulation is fair, reasonable and adequate and in the best interests of all Class Members, and that it confers substantial benefits upon the Class Members.

24. The entry by Defendants into this Stipulation is not an admission as to the lack of merit of any counterclaims asserted in the Action, or to the merit of any claims

asserted by Plaintiffs in the Action. Defendants have denied and continue to deny any and all allegations of wrongdoing, fault, liability or damage to any of the respective Plaintiffs in the Action or other Class Members, and have maintained and continue to maintain that they have committed no breach of fiduciary duty whatsoever (or any aiding and abetting of any breach of fiduciary duty), and have committed no disclosure or other violations in connection with the Transaction. Defendants further deny that they engaged in, committed or aided or abetted the commission of any wrongdoing or violation of law, or any other breach of duty and deny that any of the respective Plaintiffs in the Action or other Class Members suffered any damage whatsoever. Defendants desire to enter into the Settlement solely to eliminate the uncertainties, burden and expense of further litigation. Nothing in this Stipulation shall be construed as any admission by Defendants of wrongdoing, fault, liability or damages whatsoever. Notwithstanding anything else in this Paragraph, Defendants acknowledge the existence of the Appraisal-Related Disclosure Error.

MISCELLANEOUS PROVISIONS

25. All of the exhibits referred to in this Stipulation are incorporated by reference as though fully set forth herein.

26. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party.

27. No waiver, express or implied, by any Party of any breach or default in the performance by the other Party of its obligations under this Stipulation shall be deemed

or construed to be a waiver of any other breach, whether prior, subsequent or contemporaneous, under this Stipulation.

28. Each counsel signing this Stipulation represents and warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her clients.

29. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Parties and the Class Members (and, in the case of the releases, all Released Defendant Parties and Released Plaintiff Parties) and the respective legal representatives, heirs, executors, administrators, transferees, successors and assigns of all such foregoing Persons and upon any corporation, partnership, or other entity into or with which any Party merges, consolidates or reorganizes.

30. This Stipulation and the Settlement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. Any dispute arising out of this Stipulation or the Settlement shall be filed and litigated exclusively in the Court. If subject-matter jurisdiction is unavailable in the Court, then any such action or proceeding shall be filed and litigated in any other state or federal court sitting in Wilmington, Delaware. Each Party hereto (i) consents to personal jurisdiction in any such action (but in no other action) brought in the Court or in any other state or federal court sitting in Wilmington, Delaware; (ii) waives any objection to venue in the Court, and any claim that Delaware or the Court is an inconvenient forum; (iii) consents to service of process by registered mail upon such Party and/or such Party's agent; and (iv) waives any right to demand a jury trial as to any such action.

31. Plaintiffs and Class Counsel represent and warrant that Plaintiffs were Smurfit-Stone stockholders at all relevant times and that none of their Released Plaintiffs' Claims have been assigned, encumbered or in any manner transferred in whole or in part. Plaintiffs and Class Counsel will not attempt to assign, encumber or in any manner transfer any of the Released Plaintiffs' Claims in whole or in part.

32. Defendants and Defendants' Counsel represent and warrant that none of the Released Defendants' Claims has been assigned, encumbered or in any manner transferred in whole or in part. Defendants and Defendants' Counsel will not attempt to assign, encumber or in any manner transfer any of the Released Defendants' Claims in whole or in part.

33. Each Party represents and warrants that the Party, or a responsible officer or partner or other fiduciary thereof or their duly authorized counsel, has read this Stipulation and understands the contents hereof.

34. Each Party represents and warrants that the Party has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, as the Party deems necessary and advisable. Each Party represents and warrants that the terms of the Settlement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

35. To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation.

36. This Stipulation constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements, understandings, or representations.

37. This Stipulation may not be amended, changed, waived, modified, discharged or terminated (except as explicitly provided herein), in whole or in part, except by an instrument in writing signed by a duly authorized representative of each Party.

38. This Stipulation will be deemed to have been mutually prepared by the Parties and will not be construed against any of them by reason of authorship. Paragraph titles have been inserted for convenience only and will not be used in determining, construing or interpreting the terms of this Stipulation.

39. The terms and provisions of this Stipulation are intended solely for the benefit of the Released Defendant Parties and the Released Plaintiff Parties (including the Class Members) and their respective successors and permitted assigns. It is not the intention of the Parties to confer third-party beneficiary rights or remedies upon any other Person or entity, except with respect to any attorneys' fees and expenses to be paid pursuant to the terms of this Stipulation.

40. This Stipulation may be executed in any number of actual, telecopied or electronically mailed counterparts and by each of the different Parties on several counterparts, each of which when so executed and delivered will be an original. This Stipulation will become effective when the actual, telecopied or electronically mailed counterparts have been signed by each of the Parties and delivered to the other Parties. The executed signature page(s) from each actual, telecopied or electronically mailed

counterpart may be joined together and attached and will constitute one and the same instrument.

October 5, 2011

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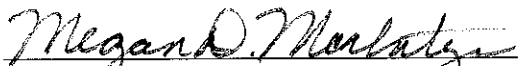

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