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Doc#: 1318419075 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/03/2013 12:39 PM Pg: 1 of 9

This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attention: Victor A. DesLaurier, Esq.

PIN: 29-32-200-082-0000

Common Address: 1090 West Maple Avenue
Homewood, Illinois 60430

SECOND AMENDMENT TO MORTGAGE

This Second Amendment to Mortgage (this "Second Amendment"), made and entered into as of May 31, 2013, is by and between Inx International Ink Co., a Delaware corporation ("Borrower"), and JPMorgan Chase Bank, N.A., a national banking association (the "Bank"), and pertains to the real estate described in Exhibit "A", attached hereto and made a part hereof ("Property").

WITNESSETH:

WHEREAS, prior hereto, the Bank provided certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Borrower, evidenced or secured by, among other things, (a) to that certain Reimbursement Agreement dated as of December 1, 2007 (as amended or restated from time to time, the "Reimbursement Agreement"), between the Borrower and the Bank, which Letter of Credit has been issued to secure \$10,000,000.00 aggregate face amount of Adjustable Rate Demand Revenue Bonds (Inx International Ink Project), Series 2007 (the "Bonds"); (b) that certain Mortgage and Security Agreement dated as of December 1, 2007, and recorded December 17, 2007, in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 0735133045, as amended by that certain First Amendment to Mortgage dated as of May 31, 2012, and recorded June 7, 2012, in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 1215910050, each executed and delivered by Borrower to Bank, encumbering the Property (the "Mortgage"), and (c) the other documents, agreements and instruments referenced in the Mortgage or executed and delivered pursuant thereto;

WHEREAS, contemporaneously herewith, Borrower desires the Bank to, among other things, provide additional financial accommodations pursuant to that certain Twelfth Amendment to Loan and Security Agreement of even date herewith by and between Borrower and Lender (the "Additional Financial Accommodations"); and

WHEREAS, the Bank is willing to provide the Additional Financial Accommodations, provided, among

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Box 400-CTCC

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other things, Borrower enters into this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and the Bank hereby agree as set forth in this Second Amendment.

1. **Definitions/Recitals.**

A. **Use of Defined Terms.** Except as expressly set forth in this Second Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage. The recitals set forth above are hereby restated in their entirety and made a part of this Second Amendment.

B. **Amended Definitions.** Section 1.1 of the Mortgage is hereby amended by deleting the definitions of "Liabilities" and "Swap Obligation" and substituting therefor the following, respectively:

"Liabilities": shall mean (A) Borrower's reimbursement and other obligations to the Bank under the Reimbursement Agreement, (B) any and all other obligations, liabilities, indebtedness, fees, costs and expenses, now or hereafter owed or owing by Borrower to the Bank arising under or in connection with the Reimbursement Agreement, this Mortgage, as amended from time to time, the Environmental Indemnity Agreement or the Other Agreements, including, but not limited to, all principal, interest, debts, claims and indebtedness of any and every kind and nature, howsoever created, arising or evidenced, whether primary or secondary, direct or indirect, absolute or contingent, insured or uninsured, liquidated or unliquidated, or otherwise, and whether arising or existing under written or oral agreement or by operation of law, (C) all Swap Obligations now or hereafter owed or owing by Borrower to the Bank, and (D) all costs, fees and expenses incurred by the Bank in connection with any of the foregoing. The term "Liabilities" shall include, without limitation, attorneys' and paralegals' fees or charges relating to the preparation of this Mortgage and the Other Agreements and the enforcement of the Bank's rights and remedies pursuant to this Mortgage and the Other Agreements. Notwithstanding the foregoing or anything to the contrary contained in any of the Other Agreements, "Liabilities" shall not create any guaranty by any Guarantor of (or grant of security interest by any Guarantor to support, as applicable) any Excluded Swap Obligations of such Guarantor for purposes of determining any obligations of any Guarantor.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

C. **New Definitions.** Section 1.1 of the Mortgage is hereby amended by adding the following new definitions thereto in the appropriate alphabetical order:

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guaranty of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guaranty

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thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) (a) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty of such Guarantor or the grant of such security interest becomes or would become effective with respect to such Swap Obligation or (b) in the case of a Swap Obligation subject to a clearing requirement pursuant to Section 2(h) of the Commodity Exchange Act (or any successor provision thereto), because such Guarantor is a "financial entity," as defined in Section 2(h)(7)(C)(i) the Commodity Exchange Act (or any successor provision thereto), at the time the guaranty of such Subsidiary Guarantor becomes or would become effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.

"Guarantor" means each Person who is or shall become primarily or secondarily liable for any of the Liabilities or has provided collateral to secure all or any portion of the Liabilities, other than Borrower.

2. **Amendment to Mortgage.** As of the date of this Second Amendment, the third Whereas Clause of the Mortgage are hereby amended by deleting such Whereas Clause and replacing it with the following:

"WHEREAS, the Liabilities not sooner paid or payable, will become due and payable at the earliest of (i) December 25, 2014 (such date, as may be extended from year to year, being called the "*Stated Expiration Date*"), (ii) on the date (A) that the Bank receives notification from the "Trustee" (as defined in the Letter of Credit) that the Letter of Credit has been replaced by an Alternate Letter of Credit (as defined in the Reimbursement Agreement), (B) one day following the date that the Bank receives notification from the Trustee that the interest rate borne by all of the Bonds has been converted to the Adjustable Rate or the Fixed Rate (each as defined in the Indenture), (C) the Bank has made a demand for payment accompanied by a certificate in the form of *Exhibit B* attached to the Letter of Credit where there will be no outstanding Bonds after such payment or (D) the stated amount of the Letter of Credit is permanently reduced to \$-0- or (iii) the twentieth (20th) calendar day after the receipt by the Trustee of written notice from the Bank, in the form of *Exhibit E* attached to the Letter of Credit, and which notice may include delivery by tested telex, authenticated SWIFT, or overnight courier service, that an "Event of Default" hereinafter defined in Section 6.1 below has occurred and is then continuing (the earliest of such dates to occur referred to herein as the "*Termination Date*")."

3. **Liabilities Secured.** Borrower hereby reaffirms, confirms, acknowledges and agrees that the Mortgage secures all Liabilities, including, without limitation, Borrower's reimbursement and other obligations to the Bank under the Reimbursement Agreement.
4. **Reaffirmation of Mortgage.** Borrower hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in the Mortgage, as amended hereby.

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5. **Severability.** Wherever possible, each provision of this Second Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this Second Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Second Amendment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.
6. **Exhibit.** The Exhibit referred to herein is attached hereto, made a part hereof and incorporated herein by this reference thereto.
7. **Choice of Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.
8. **Conflict.** If, and to the extent, the terms and provisions of this Second Amendment contradict or conflict with the terms and provisions of the Mortgage, the terms and provisions of this Second Amendment shall govern and control; provided, however, to the extent the terms and provisions of this Second Amendment do not contradict or conflict with the terms and provisions of the Mortgage, the Mortgage as amended by this Second Amendment, shall remain in and have their intended full force and effect, and the Bank and Borrower hereby affirm, confirm and ratify the same.
9. **Waiver of Jury Trial.** BORROWER AND THE BANK EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

[signature page follows]

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IN WITNESS WHEREOF, the Bank and Borrower have caused this Second Amendment to be executed and delivered by their duly authorized officers, members or managers, as the case may be, as of the date first set forth above.

INX INTERNATIONAL INK CO.,
a Delaware corporation

By: 
Name: Boyle Kuster
Title: CFO

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: _____
Name: _____
Title: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

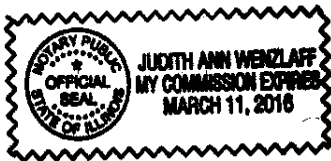
I, JUDITH ANN WENZLAFF, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY that BRYCE KRISTO, who is personally known to me to be the CEO & TREASURER of Inx International Ink Co., a Delaware corporation, and the same person whose name is subscribed to the foregoing Second Amendment to Mortgage, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31 day of MAY, 2013.

Judith Ann Wenzlaff
NOTARY PUBLIC

My Commission Expires: MARCH 11, 2016

[SEAL]



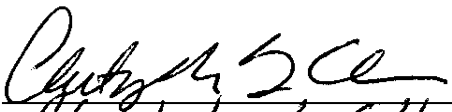
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IN WITNESS WHEREOF, the Bank and Borrower have caused this Second Amendment to be executed and delivered by their duly authorized officers, members or managers, as the case may be, as of the date first set forth above.

INX INTERNATIONAL INK CO.,
a Delaware corporation

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: 
Name: Christopher L. Collins
Title: Authorized officer

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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christophe L. Collins who is personally known to me to be the _____ of JPMorgan Chase Bank, N.A., a national banking association, and the same person whose name is subscribed to the foregoing Second Amendment to Mortgage, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of MAY, 2013.

Chiquita C Weaver
NOTARY PUBLIC

My Commission Expires:

9-30-2014
[SEAL]



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EXHIBIT "A"
LEGAL DESCRIPTION

LOT 1 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER LOTS 1 THROUGH 10 AND OUTLOT B IN BLOCK 1, RECORDED AS DOCUMENT NUMBER 99610317, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 29-32-200-082

COMMON ADDRESS: ¹⁰⁰⁰ West Maple Avenue
Homewood, Illinois 60430

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