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This instrument was prepared by  
and after recording return to:

Katten Muchin Rosenman LLP  
525 West Monroe Street  
Suite 1900  
Chicago, Illinois 60661-3693  
Attn: Neil G. Shelton, Esq.

Doc#: 1407716106 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/18/2014 04:35 PM Pg: 1 of 9

1407716106

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

## FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

MADE BY

PAMCO PRINTED TAPE & LABEL CO., INC.,  
a Delaware corporation  
as "Mortgagor"

to

NXT CAPITAL, LLC,  
a Delaware limited liability company  
as "Agent"

STEWART TITLE COMPANY  
2055 W. Army Trail Rd. Suite 110  
Addison, IL 60101  
630-889-4050

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## FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Mortgage**") is made as of March 5, 2014, by PAMCO PRINTED TAPE & LABEL CO., INC., a Delaware corporation ("**Mortgagor**"), whose address is 2200 South Wolf Road, Des Plaines, Illinois 60018, in favor of NXT CAPITAL, LLC, a Delaware limited liability company, in its capacity as agent (in such capacity, together with any of its successors and assigns in such capacity, "**Agent**"), for the benefit of Agent and Lenders (as defined in the Credit Agreement described below), whose address is 191 North Wacker Drive, Suite 1200, Chicago, Illinois 60606.

### RECITALS

A. Pursuant to that certain Amended and Restated Credit Agreement dated as of July 29, 2011 (as the same may be further amended, restated, supplemented and otherwise modified through but not including the date hereof, collectively, the "**Original Credit Agreement**"), by and among Mortgagor, Resource Label Group, LLC, a Tennessee limited liability company and an affiliate of Mortgagor ("**Borrower**"), Agent and the Lenders parties thereto, Mortgagor has previously executed and delivered to Agent that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of July 29, 2011, and recorded on August 3, 2011 in the office of the Cook County Recorder of Deeds as Document No. 1121529032 (the "**Mortgage**"), which Mortgage encumbers Mortgagor's fee interest in the land legally described on Exhibit A attached hereto (the "**Land**"), in addition to various other real and personal property pledged to Agent as more fully described in the Mortgage.

B. Agent, the Lenders and Borrower have entered into that certain Consent and Second Amendment to Amended and Restated Credit Agreement of even date herewith (the "**Amendment**"; the Original Credit Agreement, as amended by the Amendment and as the same may be further amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), pursuant to which certain terms of the Original Credit Agreement have been amended in accordance with the terms of the Amendment.

C. In connection with the execution and delivery of the Credit Agreement, Mortgagor and Agent have agreed to modify the Mortgage upon the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency whereof are hereby acknowledged, the parties hereby agree as follows:

#### **1. Recitals.**

The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

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2. **Amendment to Mortgage.** Effective as of the date hereof:

A. The first paragraph of Recital A to the Mortgage is hereby deleted in its entirety and the following language is hereby substituted therefor:

“A. Lenders have agreed, subject to the terms and conditions of that certain Amended and Restated Credit Agreement dated as of July 29, 2011, by and among Agent, Lenders, Mortgagor, Resource Label Group, LLC, a Tennessee limited liability company and an affiliate of Mortgagor (“**Borrower**”) and certain of Mortgagor’s other affiliates (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), to make revolving loans up to the original aggregate principal amount of \$8,000,000 (the “**Revolving Loans**”), a term loan in the original principal amount of \$51,500,000 (the “**Term Loan**”), and incremental loans that can be in the form of revolving loans or term loans up to the original aggregate principal amount of \$30,000,000 (the “**Incremental Loans**”; the Revolving Loans, the Term Loan and the Incremental Loans are collectively referred to as, the “**Loans**”) to Borrower. The Credit Agreement provides for certain payments as set forth therein, with the balances thereof due and payable on July 31, 2017 (such date, or any later date to which the maturity date may be extended in accordance with the Credit Agreement, hereinafter is referred to as the “**Maturity Date**”). Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.”

3. **No Further Amendment.**

This Amendment is given solely to amend and modify the Mortgage as set forth herein. No further amendment or modification of the Mortgage is made or intended, and the respective terms and provisions thereof shall, as expressly amended and modified hereby, continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in the Mortgage as herein expressly amended, are hereby ratified, approved and confirmed in every respect. Mortgagor also hereby (i) agrees that, from and after the date of this Amendment, each reference in the Mortgage to the terms “Credit Agreement,” “Loans” and “Maturity Date” shall mean and be a reference to each of such terms as defined in **Recital A** to the Mortgage, as such **Recital A** is amended pursuant to **Section 2** of this Amendment, (ii) expressly ratifies and confirms, as of the date of the Mortgage and as of the date hereof, the grant by Mortgagor of the Lien on the Land and all of the other property and interests in property created or intended to be created by the Mortgage, in each case as amended and modified hereby and (iii) represents and warrants that Mortgagor has not created or suffered or permitted to exist any other Lien upon or in any such property or interests in property subsequent to the execution and delivery of the Mortgage, other than as expressly permitted pursuant to the terms and provisions thereof. Mortgagor has no claims, claims of offset or causes of action against Agent or any of the Lenders, and no defenses to its performance of all Obligations (as such term is defined in the Mortgage).

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#### 4. No Release.

The indebtedness, liabilities and other obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any Lien created or evidenced thereby and all such Liens and the priority thereof shall relate back to the recordation date for the Mortgage as referenced herein. This Amendment is not intended and shall not be deemed or construed to in any way affect the enforceability or priority of the Mortgage or constitute a novation, termination or replacement of all or any part of the indebtedness, liabilities or other obligations secured thereby.

#### 5. Governing Law; Severability.

This Amendment shall be governed by and construed in accordance with the internal laws and decisions of the State of New York, except that the provisions of the laws of the jurisdiction in which the Land is located shall be applicable to the creation, perfection and enforcement of the Lien created by the Mortgage and exercise of remedies mandatorily governed by the laws of the State in which the Land is located. The invalidity, illegality or unenforceability of any provision of this Amendment shall not affect or impair the validity, legality or enforceability of the remainder of this Amendment or the Mortgage, and to this end, the provisions of this Amendment are declared to be severable.

**[Remainder of Page Intentionally Blank; Signature Page Follows]**

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**IN WITNESS WHEREOF**, Mortgagor and Agent have each executed this Amendment on the date set forth in their respective acknowledgments hereto, to be effective as of the date first above written.

**MORTGAGOR:**

**PAMCO PRINTED TAPE & LABEL CO.,  
INC., a Delaware corporation**

By: \_\_\_\_\_

Name: Treina Blair

Title: Chief Financial Officer and Secretary

Property of Cook County Clerk's Office

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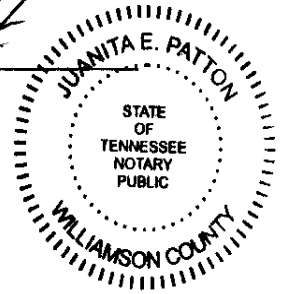
## MORTGAGOR

STATE OF Tennessee )  
COUNTY OF Williamson )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Treina Blair, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be the Chief Financial Officer and Secretary of Pamco Printed Tape & Label Co., Inc., the within named bargainer, a Delaware corporation, and that she as such Chief Financial Officer and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Chief Financial Officer and Secretary.

Witness my hand and seal, at office in 500 Corporate Center Dr, this the 29 day of February, 2014.

Juanita E. Patton  
Notary Public




My Commission Expires:  
1-25-17

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**AGENT:**

**NXT CAPITAL, LLC, as Agent**

By:   
Name: Andrea J. Tunick  
Title: Vice President

Property of Cook County Clerk's Office

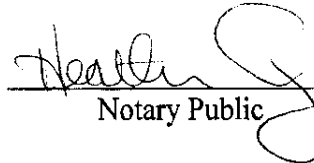
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## AGENT

STATE OF ILLINOIS       )  
COUNTY OF COOK        )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Andrea J. Tunick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be a Vice President of NXT Capital, LLC, the within named bargainor, a Delaware limited liability company, and that she as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself as Vice President.

Witness my hand and seal, at office in Chicago, this the 20th day of February, 2014.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
~~My Commission Expires~~  
November 9, 2014

Official Seal  
Heather Perez  
Notary Public, State of Illinois  
My Commission Expires  
November 09, 2014



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## EXHIBIT A

### Description of Premises

#### Common Address:

2200 South Wolf Road  
Des Plaines, Illinois 60018

#### PIN:

09-30-400-024-0000

#### Legal Description:

##### Parcel 1

Lots 1 to 3, taken as a tract, excepting therefrom the West 226.00 feet and the North 163.00 feet thereof, in J. Emil Anderson's Wolf-Toll Road Subdivision of part of the West ½ of the South East ¼ of Section 30, Township 41 North, Range 12 East of the third principal meridian, in Cook County, Illinois.

##### Parcel 2

A non-exclusive perpetual easement for the installation, maintenance and use of a railroad spur track over, under and upon the southerly 22 feet of property located to the west of and adjoining the demised premises, as show on plat registered Document LP-1919891.

##### Parcel 3

Easement for parking purposes over the South 18 feet of the West 161.00 feet of the East 225.40 feet of the North 163.00 feet of lots 1, 2 and 3 taken as a tract (except the West 226.00 feet thereof) in J. Emil Anderson's Wolf-Toll Road Subdivision of party of the West ½ of the South East ¼ of Section 30, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.