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THIS INSTRUMENT WAS PREPARED BY AND  
AFTER RECORDING RETURN TO:

Howard E. Schreiber, Esq.  
Joukous & Gilchrist, P.C.  
1445 Ross Avenue, Suite 3200  
Dallas, Texas 75202

Address of Premises:

3001 N. Rockwell  
Chicago, Illinois 60618

Permanent Tax Index Number:

- 13-25-213-012
- 13-25-213-014
- 13-25-213-016
- 13-25-213-018
- 13-25-213-019
- 13-25-222-011

DEPT-01 RECORDING \$59.50  
 T20009 TRAN 5955 12/04/96 16:00:00  
 #1778 # SK #96-519526  
 COOK COUNTY RECORDER

## SECOND MODIFICATION AGREEMENT

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STATE OF ILLINOIS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COOK

**THIS SECOND MODIFICATION AGREEMENT** (this "Agreement") dated as of November 15, 1996, is made and executed by **WISCO II, L.L.C.**, a Delaware limited liability company, whose address is 23 Inverness Way East, Englewood, Colorado 80112 (**Wisco II**), and **BANQUE PARIBAS**, in its capacity as agent for the ratable benefit of itself and the Lenders (as hereinafter defined) (Banque Paribas, in such capacity is referred to hereinafter as the "**Agent**") who are parties to the Mail-Well Credit Agreement (as hereinafter defined), the Supremex Credit Agreement (as hereinafter defined) and/or the Equipment Lease Facility Documents (as hereinafter defined), whose address is 1200 Smith Street, Suite 3100, Houston, Texas 77002.

### RECITALS:

A. Mail-Well I Corporation, a Delaware corporation f/k/a Mail-Well Corporation ("**Mail-Well**") previously obtained loans (the "**Original Loans**") pursuant to that certain Credit Agreement dated as of February 24, 1994, by and among Mail-Well, the Agent (in its capacity

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as agent for the ratable benefit of itself and the Original Lenders (as hereinafter defined)] and the financial institutions named therein (together with their successors and assigns, the "Original Lenders") (such agreement, as amended by that certain First Amendment to Credit Agreement dated as of June 10, 1994, and that certain Second Amendment to Credit Agreement dated as of September 10, 1994, is hereinafter called the "Original Credit Agreement"). The Original Loans were evidenced by certain promissory notes (the "Original Notes") dated as of February 24, 1994, executed by Mail-Well payable to the order of the Original Lenders.

B. Pursuant to that certain Amended and Restated Credit Agreement (the "First Restated Credit Agreement") dated as of December 19, 1994, by and among Mail-Well, the Agent [in its capacity as agent for the ratable benefit of itself and the First Restatement Lenders (as hereinafter defined)] and the financial institutions named therein (together with their successors and assigns, the "First Restatement Lenders"), Mail-Well obtained additional loans and renewed and extended the Original Loans (the "First Restated Loans") and, in connection therewith, executed certain promissory notes (as more particularly described therein) (the "First Restated Notes") which renewed, amended, extended, restated and supplemented the Original Notes executed by Mail-Well in connection with the Original Credit Agreement. The payment of the First Restated Notes was secured, in part, by a certain Mortgage, Assignment, Security Agreement and Financing Statement (the "Original Lien Instrument"), dated as of December 19, 1994, executed and delivered by Mail-Well in favor of the Agent (in its capacity as agent for the ratable benefit of itself and the First Restatement Lenders), covering certain real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and certain other property described therein. The Original Lien Instrument was recorded on December 22, 1994, as Document No. 04068022 in the Office of the Recorder of Deeds of Cook County, Illinois.

C. Pursuant to that certain Second Amended and Restated Credit Agreement (the "Second Restated Credit Agreement") dated as of July 31, 1995, by and among Mail-Well, the Agent [in its capacity as agent for the ratable benefit of itself and the Second Restatement Lenders (as herein defined)] and the financial institutions named therein (together with their successors and assigns, the "Second Restatement Lenders"), Mail-Well obtained additional loans and renewed and extended the First Restated Loans (the "Second Restated Loans") and, in connection therewith, executed certain promissory notes (as more particularly described therein) (the "Second Restated Notes") which renewed, amended, extended, restated and supplemented the First Restated Notes executed by Mail-Well in connection with the First Restated Credit Agreement. Concurrently with the execution of the Second Restated Credit Agreement, Mail-Well also entered into that certain Credit Agreement dated as of July 31, 1995, by and among Mail-Well, Supremex Inc. ("Supremex"), the Agent [in its capacity as agent for the ratable benefit of itself and the Supremex Lenders (as hereinafter defined)] and the financial institutions named therein (together with their successors and assigns, the "Supremex Lenders") (such agreement, as it may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, is hereinafter called the "Original Supremex Credit Agreement") pursuant to which Supremex obtained loans (the "Original Supremex Loans") and, in connection therewith, executed certain promissory notes (as more particularly described therein) (the "Original Supremex Notes"). Additionally, pursuant to the Second Restated Credit Agreement and the Original Supremex Credit Agreement, Mail-

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Well and the Agent (in its capacity as agent for the ratable benefit of itself and the Mail-Well Lenders and the Supremex Lenders) made and entered into that certain First Modification Agreement (the "First Modification") dated as of July 31, 1995, which was recorded as Document No. 95534532 in the Office of the Recorder of Deeds of Cook County, Illinois (the Original Lien Instrument, as amended by the First Modification, being collectively referred to as the "Lien Instrument"). The Second Restated Credit Agreement was subsequently modified by (i) that certain First Amendment to Second Amended and Restated Credit Agreement dated as of September 11, 1995, and (ii) that certain Second Amendment to Second Amended and Restated Credit Agreement dated as of April 22, 1996. The Original Supremex Credit Agreement was subsequently modified by (i) that certain First Amendment to Credit Agreement dated as of September 11, 1995, and (ii) that certain Second Amendment to Second Amended and Restated Credit Agreement dated as of April 22, 1996.

D. Mail-Well is, concurrently herewith, entering into (i) that certain Third Amended and Restated Credit Agreement dated as of November 15, 1996, by and among the Agent (in its capacity as agent for the ratable benefit of itself and the Mail-Well Lenders (as hereinafter defined)) and the financial institutions named therein (together with their successors and assigns, the "Mail-Well Lenders") (such agreement, as it may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, is hereinafter called the "Mail-Well Credit Agreement") pursuant to which Mail-Well will obtain additional loans and renew and extend the Second Restated Loans (the "Mail-Well Loans") and, in connection therewith, will execute certain promissory notes (as more particularly described therein) (the "Mail-Well Notes") which renew, amend, extend, restate and supplement the Second Restated Notes executed by Mail-Well in connection with the Second Restated Credit Agreement, and (ii) that certain Amended and Restated Credit Agreement dated as of November 15, 1996, by and among Mail-Well, Supremex, the Agent (in its capacity as agent for the ratable benefit of itself and the Supremex Lenders (as hereinafter defined)) and the financial institutions named therein (together with their successors and assigns, the "Supremex Lenders") (such agreement, as it may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, is hereinafter called the "Supremex Credit Agreement") pursuant to which Supremex will obtain additional loans and renew and extend the Original Supremex Loans and, in connection therewith, execute certain promissory notes (as more particularly described therein) (the "Supremex Notes") which renew, amend, extend, restate and supplement the Original Supremex Notes executed by Supremex in connection with the Original Supremex Credit Agreement.

E. Mail-Well and certain of its subsidiaries are, concurrently herewith, consummating a \$30,000,000 sale-leaseback transaction relating to certain existing equipment of Mail-Well and such subsidiaries and, in connection therewith, are executing that certain Lease Facility Guaranty (the "Equipment Lease Facility Guaranty") in favor of the "Financing Lenders" (herein so called) as such term is defined in the "Equipment Lease Facility Documents" (herein so called) (as such term is defined in the Mail-Well Credit Agreement). The Mail-Well Lenders, the Supremex Lenders and the Financing Lenders are hereinafter referred to individually and collectively as the "Lenders."

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F. Concurrently with the execution of the First Amendment, Mail-Well conveyed the property described on Exhibit "A" to Wisco II, subject to, among other things, the Lien Instrument as modified thereby.

G. It is a condition precedent to the effectiveness of the Mail-Well Credit Agreement, the Supremex Credit Agreement and the Equipment Lease Facility Documents that Wisco II shall have executed and delivered this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wisco II and the Agent (in its capacity as agent for the ratable benefit of itself and the Lenders) hereby agree as follows:

## AGREEMENTS:

### 1. Amendments.

A. The definition of the term "Credit Agreement" in the Lien Instrument shall be modified to mean and refer to, individually and collectively, the Mail-Well Credit Agreement, the Supremex Credit Agreement and the Equipment Lease Facility Guaranty. In addition, all references in the Lien Instrument to the terms "Notes" and "Obligations" shall be modified to mean and refer to, individually and collectively, (i) the "Notes" and "Obligations," respectively, as such terms are defined in each of the Mail-Well Credit Agreement and the Supremex Credit Agreement and (ii) the "Financing Notes" and the "Financing Obligations," respectively, as such terms are defined in the Equipment Lease Facility Documents. In addition, all references in the Lien Instrument to the term "Banks" shall be modified to mean and refer to, individually and collectively, the "Lenders" as such term is defined in Recital E of this Agreement preceding. In addition, Schedule 1 attached to the Lien Instrument is hereby deleted in its entirety and the Schedule 1 attached hereto is substituted in lieu thereof.

B. The following definitions previously added and deemed to be a part of Section 1.1 of the Lien Instrument are hereby restated in their entirety as follows:

"Mail-Well Credit Agreement": Third Amended and Restated Credit Agreement dated as of November 15, 1996, by and among Mail-Well I Corporation f/k/a Mail-Well Corporation ('Mail-Well'), certain subsidiaries of Mail-Well, the lenders named therein and Mortgagee as agent for such lenders and relating to loans and other extensions of credit aggregating up to \$130,000,000 in principal amount to Mail-Well, as the same may hereafter be amended or modified from time to time."

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"Supremex Credit Agreement": Amended and Restated Credit Agreement dated as of November 15, 1996, by and among Mail-Well, Supremex, Innova Envelope, Inc., the lenders named therein and Mortgagee as agent for such lenders and relating to loans and other extensions of credit aggregating up to \$65,000,000 and Cdn. \$10,000,000 in principal amounts to Supremex, as the same may hereafter be amended or modified from time to time."

C. The following definition is added and deemed to be a part of Section 1.1 of the Lien Instrument:

"Equipment Lease Facility Guaranty": Lease Facility Guaranty dated November 15, 1996, executed by Mail-Well, Inc., Mail-Well and certain subsidiaries of Mortgagor in favor of the Mortgagee as agent for the lenders named therein in connection with the 'Equipment Lease Facility Documents' (as such term is defined in the Mail-Well Credit Agreement; herein so called) pursuant to which Mail-Well and the other guarantors thereunder guarantee payment and performance of, among other things, the 'Financing Obligations' as such term is defined in the Equipment Lease Facility Documents."

D. Section 1.4 of the Lien Instrument is hereby deleted in its entirety and in place thereof inserted the following:

"Section 1.4 Notes, Loan Documents, Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the following promissory notes, obligations, indebtedness and liabilities (whether for principal, interest, prepayment premium, fees, costs, expenses, taxes, losses, compensation, reimbursements or any other amount payable under the agreements described below) and all renewals, extensions, supplements, increases, and modifications thereof in whole or in part from time to time: (a) all indebtedness, liabilities and obligations of Mail-Well to any and all Lenders under the Loans (as defined in the Mail-Well Credit Agreement), the Letters of Credit (as defined in the Mail-Well Credit Agreement), and the Notes (as defined in the Mail-Well Credit Agreement); (b) all other Obligations (as defined in the Mail-Well Credit Agreement) now or hereafter owed to any and all Lenders, it being contemplated that Mail-Well may hereafter become indebted to the Lenders under the Mail-Well Credit Agreement; (c) all indebtedness, liabilities and obligations of Supremex to any and all Lenders under the Loans (as defined in the Supremex Credit Agreement), the Letters of Credit (as defined in the Supremex Credit Agreement), the Bankers' Acceptances (as defined in the Supremex Credit Agreement) and the Notes (as defined in the Supremex Credit Agreement); (d) all other Obligations (as defined in the Supremex Credit Agreement) now or hereafter owed to any and all Lenders, it being contemplated that Supremex may hereafter become indebted to the Lenders under the Supremex Credit Agreement; (e) all indebtedness, liabilities and obligations of Mail-Well, Inc., Mail-Well and/or any subsidiary of Mail-Well to any and all Lenders under the Equipment Lease Facility Guaranty; and (f) all other 'Financing

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Obligations' (as defined or used in the Equipment Lease Facility Documents) now or hereafter owed to any and all Lenders; provided, however, and notwithstanding the foregoing provisions of clauses (b), (d) and (f), this Mortgage shall not secure any Obligation with respect to which the Agent or any Lender is by applicable law prohibited from obtaining a lien on real estate nor shall clauses (b), (d) and (f) operate or be effective to constitute or require any assumption or payment by any person, in any way, of any debt of any other person to the extent that the same would violate or exceed the limit provided in any applicable usury or other law. The indebtedness referred to in this Section 1.4 is hereinafter referred to as the 'Indebtedness' or the 'Secured Indebtedness.' The aggregate maximum principal balance of the Notes is \$220,000,000 and Cdn. \$10,000,000 and such Secured Indebtedness shall in no event exceed \$220,000,000 and Cdn. \$10,000,000."

E. Section 1.5 of the Lien Instrument is hereby deleted in its entirety and in place thereof inserted the following:

"Section 1.5 Maturity. The maturity date of each of (a) the Notes described as Term Loans Notes under the Mail-Well Credit Agreement, (b) the Notes described as Term Loans A Notes and Term Loans B Notes under the Supremex Credit Agreement, (c) the Notes described as Revolving Credit Loans Notes under the Mail-Well Credit Agreement and the Supremex Credit Agreement, (d) the Notes described as Acquisition Loans Notes under the Mail-Well Credit Agreement and (e) the Notes described as Financing Notes under the Equipment Lease Facility Documents is March 31, 2003."

2. Ratification. Wisco II and the Agent (in its capacity as agent for the ratable benefit of itself and the Lenders) hereby confirm, renew and extend the rights, titles, security interests, liens, powers and privileges existing under or by virtue of the Lien Instrument until all of the "Obligations" (as such term is defined in the Mail-Well Credit Agreement and the Supremex Credit Agreement) and the "Financing Obligations" (as such term is defined in the Equipment Lease Facility Documents) have been fully and finally paid and performed, and agree that, except for the amendments and modifications set forth herein, this Agreement shall not in any way or manner release, discharge, affect, change, amend, modify or impair the indebtedness, obligations, liabilities, rights, titles, security interests, liens, powers and privileges existing by virtue of, arising under or in connection with, or relating to the Second Restated Notes, the First Restated Notes, the Original Notes, the Original Supremex Notes and the Lien Instrument, the purpose of this Agreement being simply to continue and carry forward all of the rights, titles, security interests, liens, powers and privileges existing by virtue of the Lien Instrument, which is hereby acknowledged by Wisco II to be legal, valid and subsisting. Wisco II acknowledges and agrees that the Lien Instrument secures the payment of the Obligations and the Notes (as such terms are modified by this Agreement).

3. Costs and Expenses. Wisco II shall be responsible for the payment of all costs and expenses incurred by the Agent in connection with the preparation of this Agreement including,

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without limitation, attorneys' fees and expenses, filing fees, recording costs and title insurance premiums.

4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

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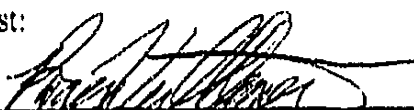
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EXECUTED on the 15 day of November, 1996, but to be effective as of the date first above written.

**OWNER:**

WISCO II, L.L.C.,  
a Delaware limited liability company

By:   
Paul V. Reilly  
Vice President-Finance

Attest:   
By: Roger Wolfheimer  
Its: Vice President & Secretary  
[Corporate Seal]

**AGENT:**

BANQUE PARIBAS, in its capacity as agent for the ratable benefit of itself and the Lenders

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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EXECUTED on the 15 day of November, 1996, but to be effective as of the date first above written.

**OWNER:**

WISCO II, L.L.C.,  
a Delaware limited liability company

By: \_\_\_\_\_  
Paul V. Reilly  
Vice President-Finance

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
[Corporate Seal]

**AGENT:**

BANQUE PARIBAS, in its capacity as agent for the  
ratable benefit of itself and the Lenders

By: \_\_\_\_\_  
Name: Y. F. de Foppis  
Its: General Manager

By: \_\_\_\_\_  
Name: Chris Goodwin  
Its: Vice President



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THE STATE OF COLORADO

COUNTY OF DENVER, to-wit:

The foregoing instrument was acknowledged before me on this 1 day of November, 1996, by Paul V. Reilly, Vice President-Finance of WISCO II, L.L.C., a Delaware limited liability company, on behalf of said limited liability company.

(S E A L)

Mary M. Lester  
Notary Public, State of Colorado

Mary M. Lester MY COMMISSION EXPIRES  
Notary's name (Printed) July 25, 1998

Notary's commission expires: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF HARRIS, to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of November, 1996, by \_\_\_\_\_ and \_\_\_\_\_ of BANQUE PARIPAS, a bank organized under the laws of France acting through its Houston agency, on behalf of said banking association.

(S E A L)

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's name (Printed)

\_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

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THE STATE OF COLORADO

COUNTY OF DENVER, to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of November, 1996, by Paul V. Reilly, Vice President-Finance of WISCO II, L.L.C., a Delaware limited liability company, on behalf of said limited liability company.

(S E A L)

\_\_\_\_\_  
Notary Public, State of Colorado

\_\_\_\_\_  
Notary's name (Printed)

\_\_\_\_\_  
Notary's commission expires:

THE STATE OF TEXAS

COUNTY OF <sup>DALLAS</sup> HARRIS, to-wit:

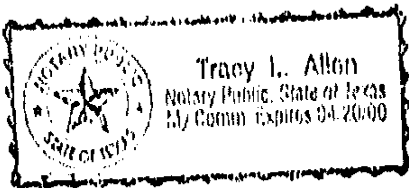
The foregoing instrument was acknowledged before me on this 9 day of November, 1996, by W. J. [unclear], Deborah [unclear], and Cheryl [unclear], Vice President of BANQUE PARIBAS, a bank organized under the laws of France acting through its Houston agency, on behalf of said banking association.

(S E A L)

Tracy L. Allen  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's name (Printed)

\_\_\_\_\_  
Notary's commission expires:



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## EXHIBIT A

Fee Land  
(N. Rockwell St., Chicago, Illinois)

PARCEL 1: THE SOUTH 351 FEET OF LOT 2 (EXCEPT THE WEST 150 FEET OF THE NORTH 201 FEET THEREOF) IN SUNDMACHER AND GLADES SUBDIVISION OF THAT PART OF LOT 19 NORTH OF WELLINGTON STREET IN SNOW ESTATE SUBDIVISION LYING IN THE NORTH EAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THAT PART OF LOT 20 IN THE SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT PARTITION OF PART OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: ON THE NORTH BY THE NORTH BRANCH OF THE CHICAGO RIVER, ON THE WEST BY THE WEST LINE OF SAID LOT, ON THE SOUTH BY THE SOUTH LINE OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION AND ON THE SOUTH EAST AND EAST BY A LINE COMMENCING AT A POINT ON SAID SOUTH BOUNDARY LINE 33 FEET EAST OF THE WEST LINE OF SAID LOT; RUNNING THENCE NORTH EASTERLY IN A STRAIGHT LINE TO A POINT 60 FEET EAST OF THE WEST LINE OF SAID LOT AND 60 FEET NORTH OF SAID SOUTH BOUNDARY LINE AND THENCE NORTH TO THE NORTH BRANCH OF THE CHICAGO RIVER (EXCEPT THAT PART IF ANY DEDICATED FOR A WATERWAY BY INSTRUMENT OR PLAT RECORDED FEBRUARY 6, 1890 AS DOCUMENT NUMBER 1219138) (EXCEPT THAT PART OF LOT 20 IN THE SUPERIOR COURT PARTITION OF THE SNOW ESTATE) IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: THAT PART COMMENCING AT A POINT 33 FEET EAST OF THE WEST LINE OF SAID LOT 20 ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 25 AFORESAID; THENCE NORTH ALONG A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 20 TO THE NORTH LINE OF WELLINGTON AVENUE AND PRODUCED EAST; THENCE EAST ALONG THE SAID NORTH LINE TO THE INTERSECTION OF SAID LINE RUNNING BETWEEN THE POINT OF ORIGIN AND A POINT 60 FEET EAST OF THE WEST LINE OF SAID LOT 20 AND 609 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 25 AFORESAID; THENCE SOUTH WEST ALONG SAID LINE TO THE POINT OF ORIGIN, ALL IN COOK COUNTY, ILLINOIS.

### METES AND BOUNDS DESCRIPTION

THAT PART OF LOT 2 IN SUNDMACHER AND GLADES SUBDIVISION OF THAT PART OF LOT 19 NORTH OF W. WELLINGTON STREET IN SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT AND THAT PART OF LOT 20 IN SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT IN THE NORTH EAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 150.0 FEET TO A POINT; THENCE EAST ALONG A LINE 150.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 150.0 FEET TO A POINT; THENCE NORTH ALONG A LINE 150.0 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF LOT 2 A DISTANCE OF 201.0 FEET TO A POINT; THENCE EAST ALONG A LINE 351.0 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF LOT 2 A DISTANCE OF 377.44 FEET MORE OR LESS TO THE WESTERLY EDGE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY EDGE OF THE NORTH BRANCH OF THE CHICAGO RIVER TO ITS INTERSECTION WITH THE EAST LINE OF SAID LOT 2, SAID EAST LINE ALSO BEING THE WEST LINE OF SAID LOT 20 IN SNOW ESTATE SUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE OF LOT 20 A DISTANCE OF 54.21 FEET MORE OR LESS TO THE SOUTHERLY LINE OF PROPERTY DEDICATED FOR WATERWAY PER DOCUMENT NO. 1219138; THENCE EASTERLY ALONG SAID SOUTHERLY LINE DEDICATED FOR WATERWAY A DISTANCE OF 60.45 FEET TO ITS INTERSECTION WITH A LINE 60.0 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF LOT 20; THENCE SOUTH ALONG A LINE 60.0 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF LOT 20 A DISTANCE OF 131.03 FEET TO A POINT WHICH IS 60.0 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13; THENCE SOUTHWESTERLY ALONG A LINE WHICH INTERSECTS THE SOUTH LINE OF THE WEST HALF OF THE NORTH EAST QUARTER OF SAID SECTION 25 AT A POINT 33.0 FEET EAST OF THE WEST LINE OF SAID LOT 20 A DISTANCE OF 23.60 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF W. WELLINGTON AVENUE PRODUCED EAST; THENCE WEST ALONG SAID NORTH LINE OF W. WELLINGTON AVENUE PRODUCED EAST A DISTANCE OF 17.30 FEET TO A POINT WHICH IS 33.0 FEET EAST OF SAID WEST LINE OF LOT 20; THENCE SOUTH ALONG A LINE 33.0 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF LOT 20 A DISTANCE OF 38.42 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 25; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 25 A DISTANCE OF 33.0 FEET TO SAID WEST LINE OF LOT 20; THENCE NORTH ALONG SAID WEST LINE OF LOT 20 A DISTANCE OF 38.36 FEET TO A POINT ON THE NORTH LINE OF W. WELLINGTON AVENUE; THENCE WEST ALONG SAID NORTH LINE OF W. WELLINGTON AVENUE, ALSO BEING THE SOUTH LINE OF LOT 2 A DISTANCE OF 629.82 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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## SCHEDULE 1

### Description of Notes

1. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Arab Banking Corporation (B.S.C.), in the stated principal amount of \$4,568,029.26.
2. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Arab Banking Corporation (B.S.C.), in the stated principal amount of \$2,238,404.50.
3. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Arab Banking Corporation (B.S.C.), in the stated principal amount of \$2,238,404.50.
4. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Banque Paribas, in the stated principal amount of \$11,240,758.57.
5. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Banque Paribas, in the stated principal amount of \$3,357,606.79.
6. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Banque Paribas, in the stated principal amount of \$3,357,606.76.
7. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Bank of America Illinois, in the stated principal amount of \$7,613,382.09.
8. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Bank of America Illinois, in the stated principal amount of \$3,730,674.17.
9. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Bank of America Illinois, in the stated principal amount of \$3,730,674.17.
10. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Credit Lyonnais New York Branch, in the stated principal amount of \$4,568,029.26.



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11. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Credit Lyonnais New York Branch, in the stated principal amount of \$2,238,404.50.
12. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Credit Lyonnais New York Branch, in the stated principal amount of \$2,238,404.50.
13. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Merrill Lynch Senior Floating Rate Fund, Inc., in the stated principal amount of \$4,388,714.73.
14. Term Loans Note Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of National Bank of Canada, in the stated principal amount of \$3,806,691.04.
15. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of National Bank of Canada, in the stated principal amount of \$1,865,337.09.
16. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of National Bank of Canada, in the stated principal amount of \$1,865,337.09.
17. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of NationsBank of Texas, N.A., in the stated principal amount of \$4,568,029.26.
18. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of NationsBank of Texas, N.A., in the stated principal amount of \$2,238,404.50.
19. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of NationsBank of Texas, N.A., in the stated principal amount of \$2,238,404.50.
20. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Societe Generale, Southwest Agency, in the stated principal amount of \$3,045,352.84.
21. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Societe Generale, Southwest Agency, in the stated principal amount of \$1,492,269.67.

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22. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Societe Generale, Southwest Agency, in the stated principal amount of \$1,492,269.67.
23. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Texas Commerce Bank National Association, in the stated principal amount of \$4,419,421.13.
24. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Texas Commerce Bank National Association, in the stated principal amount of \$2,165,584.23.
25. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Texas Commerce Bank National Association, in the stated principal amount of \$2,165,584.24.
26. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Bank of Nova Scotia, in the stated principal amount of \$3,806,691.04.
27. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Bank of Nova Scotia, in the stated principal amount of \$1,865,337.09.
28. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Bank of Nova Scotia, in the stated principal amount of \$1,865,337.09.
29. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Boatmen's National Bank of St. Louis, in the stated principal amount of \$4,419,421.13.
30. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Boatmen's National Bank of St. Louis, in the stated principal amount of \$2,165,584.23.
31. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Boatmen's National Bank of St. Louis, in the stated principal amount of \$2,165,584.24.
32. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The CIT Group/Business Credit, Inc., in the stated principal amount of \$4,419,421.13.

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33. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The CIT Group/Business Credit, Inc., in the stated principal amount of \$2,165,584.23.
34. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The CIT Group/Business Credit, Inc., in the stated principal amount of \$2,165,584.24.
35. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Fuji Bank, Limited, in the stated principal amount of \$4,568,029.26.
36. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Fuji Bank, Limited, in the stated principal amount of \$2,238,404.50.
37. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Fuji Bank, Limited, in the stated principal amount of \$2,238,404.50.
38. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Long-Term Credit Bank of Japan, Limited, New York Branch, in the stated principal amount of \$4,568,029.26.
39. Revolving Credit Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Long-Term Credit Bank of Japan, Limited, New York Branch, in the stated principal amount of \$2,238,404.50.
40. Acquisition Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of The Long-Term Credit Bank of Japan, Limited, New York Branch, in the stated principal amount of \$2,238,404.50.
41. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Cores Finance Ltd., in the stated principal amount of \$395,260.24.
42. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Strata Funding Ltd., in the stated principal amount of \$288,928.42.
43. Term Loans Note dated November 15, 1996, executed by Mail-Well I Corporation and made payable to the order of Restructured Obligations Backed by Senior Assets B.V., in the stated principal amount of \$3,704,526.07.
44. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Arab Banking Corporation (B.S.C.), in the stated principal amount of \$2,936,590.23.

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45. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Arab Banking Corporation (B.S.C.), in the stated principal amount of \$1,305,151.22.
46. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Banque Paribas, in the stated principal amount of \$6,455,084.51.
47. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Banque Paribas, in the stated principal amount of \$1,957,726.82.
48. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Bank of America Illinois, in the stated principal amount of \$4,894,317.06.
49. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Bank of America Illinois, in the stated principal amount of \$2,175,252.02.
50. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Credit Lyonnais New York Branch, in the stated principal amount of \$2,936,590.23.
51. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Credit Lyonnais New York Branch, in the stated principal amount of \$1,305,151.22.
52. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Merrill Lynch Senior Floating Rate Fund, Inc., in the stated principal amount of \$2,821,316.61.
53. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Merrill Lynch Senior Floating Rate Fund, Inc., in the stated principal amount of \$1,253,918.50.
54. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of National Bank of Canada, in the stated principal amount of \$2,447,158.53.
55. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of National Bank of Canada, in the stated principal amount of \$1,087,626.00.
56. Revolving Credit Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of National Bank of Canada, in the stated principal amount of Cdn. \$3,333,333.33.
57. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of NationsBank of Texas, N.A., in the stated principal amount of \$2,936,590.23.



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83. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of National Bank of Canada, in the stated principal amount of \$1,427,850.24.
84. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of NationsBank of Texas, N.A., in the stated principal amount of \$1,713,420.29.
85. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of Societe Generale, Southwest Agency, in the stated principal amount of \$1,142,280.19.
86. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of Texas Commerce Bank National Association, in the stated principal amount of \$1,657,678.93.
87. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of The Bank of Nova Scotia, in the stated principal amount of \$1,427,850.24.
88. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of The Boatmen's National Bank of St. Louis, in the stated principal amount of \$1,657,678.93.
89. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of The CIT Group/Business Credit, Inc., in the stated principal amount of \$1,657,678.93.
90. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of The Fuji Bank, Limited, in the stated principal amount of \$1,713,420.29.
91. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of The Long-Term Credit Bank of Japan, Limited, New York Branch, in the stated principal amount of \$1,713,420.29.

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70. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of The CIT Group/Business Credit, Inc., in the stated principal amount of \$1,262,691.75.
71. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of The Fuji Bank, Limited, in the stated principal amount of \$2,936,590.23.
72. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of The Fuji Bank, Limited, in the stated principal amount of \$1,305,151.22.
73. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of The Long-Term Credit Bank of Japan, Limited, New York Branch, in the stated principal amount of \$2,936,590.23.
74. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of The Long-Term Credit Bank of Japan, Limited, New York Branch, in the stated principal amount of \$1,305,151.22.
75. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Ceres Finance Ltd., in the stated principal amount of \$514,078.31.
76. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Ceres Finance Ltd., in the stated principal amount of \$724,396.87.
77. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Strata Funding Ltd., in the stated principal amount of \$257,039.16.
78. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Strata Funding Ltd., in the stated principal amount of \$529,521.62.
79. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of Arab Banking Corporation (B.S.C.), in the stated principal amount of \$1,713,420.29.
80. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of Banque Paribas in the stated principal amount of \$4,106,180.60.
81. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of Bank of America Illinois, in the stated principal amount of \$2,855,700.49.
82. Finance Term A Note dated November 15, 1996, executed by Paribas Properties, Inc. and made payable to the order of Credit Lyonnais New York Branch, in the stated principal amount of \$1,713,420.29.

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58. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of NationsBank of Texas, N.A., in the stated principal amount of \$1,305,151.22.
59. Revolving Credit Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Paribas Bank of Canada, in the stated principal amount of Cdn. \$3,333,333.34.
60. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Societe Generale, Southwest Agency, in the stated principal amount of \$1,957,726.82.
61. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Societe Generale, Southwest Agency, in the stated principal amount of \$870,100.81.
62. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Texas Commerce Bank National Association, in the stated principal amount of \$2,841,056.45.
63. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of Texas Commerce Bank National Association, in the stated principal amount of \$1,262,691.75.
64. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of The Bank of Nova Scotia, in the stated principal amount of \$2,447,158.53.
65. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of The Bank of Nova Scotia, in the stated principal amount of \$1,087,626.01.
66. Revolving Credit Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of The Bank of Nova Scotia, in the stated principal amount of Cdn. \$3,333,333.33.
67. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of The Boatmen's National Bank of St. Louis, in the stated principal amount of \$2,841,056.44.
68. Term Loans B Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of The Boatmen's National Bank of St. Louis, in the stated principal amount of \$1,262,691.75.
69. Term Loans A Note dated November 15, 1996, executed by Supremex Inc. and made payable to the order of The CIT Group/Business Credit, Inc., in the stated principal amount of \$2,841,056.44.

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