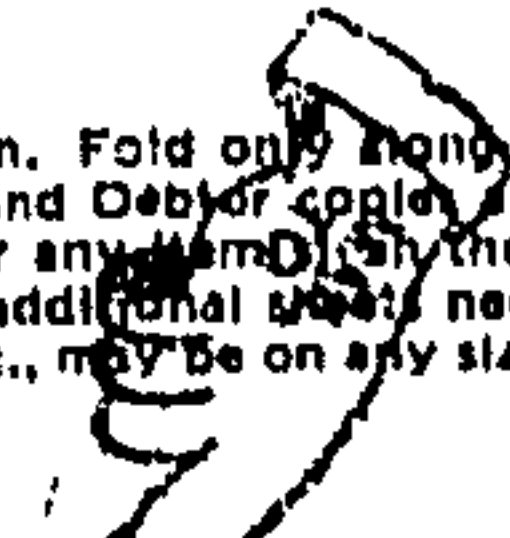


RECORDER'S OFFICE

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item on the form is inadequate the item(s) should be continued on additional sheets. Preferably 5" x 8" or 6" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)
 THE LEHIGH PRESS, INC.
 51 Haddonfield Road,
 Cherry Hill, New Jersey
 08002

Secured Party(ies) and address(es)
 GENERAL ELECTRIC CAPITAL
 CORPORATION, 777 Long Ridge
 Road, Blding A, 3rd Floor,
 Stamford, CT 06927

For Filing Officer
 (Date, Time, Number, and Filing Office)
 97631821 Page 1 of 7
 2011/0191 48 001 08/27/97 16:11:28
 Cook County Recorder 33.50

1. This financing statement covers the following types (or items) of property:

See Exhibit B attached hereto and made a part hereof.

(If collateral is crops) The above described crops are growing or are to be grown on:
 (Describe Real Estate)

(If applicable) The above goods are to become fixtures on (The above timber is standing on . . .) (The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on . . .) (Strike what is inapplicable) (Describe Real Estate)

The real property described in Exhibit A attached hereto and made a part hereof.

and this financing statement is to be filed in the real estate records, (if the debtor does not have an interest of record)
 The name of a record owner is

97-07749 & 5243

4. Products of Collateral are also covered.

Additional sheets presented.

Filed with Recorder's Office of Cook County, Illinois.

By: William E. P. Finer
 Signature of (Debtor) (Secured Party)*

*Signature of Debtor Required in Most Cases;
 Signature of Secured Party in Cases Covered By UCC 9-402 (2).

(1) FILING OFFICER - ALPHABETICAL.

STANDARD FORM--UNIFORM COMMERCIAL CODE--FORM UCC-2--REV. 4-73

This form of financing statement is approved by the Secretary of State.

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Signature Page for UCC-2.

Debtor: THE LEHIGH PRESS, INC.

Secured Party: GENERAL ELECTRIC CAPITAL CORPORATION,

THE LEHIGH PRESS, INC.,
a Pennsylvania corporation

Witnesses:

Thaddeus Kuchanski
Name: THADDEUS KUCHANSKI

By: *William F. Lease*
Name: William F. Lease
Title: E.V.P. Finance

7 PAGES

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EXHIBIT A

Broadview Legal Description

LEGAL DESCRIPTION:

TRACT NO. 1

LOTS 1 TO 36 INCLUSIVE IN BLOCK 4 IN SHEKLETON BROS. 25TH AVE., AND HARRISON STREET ADDITION TO BROADVIEW, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF THE NORTH AND SOUTH VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 4 LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1 TO 10 INCLUSIVE IN SAID BLOCK 4, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 11 AND 36 AND THE EAST LINE OF SAID LOT 11 PRODUCED NORTH TO THE SOUTHEAST CORNER OF SAID LOT 36 IN SAID BLOCK 4, LYING NORTH OF AND ADJOINING THE SOUTH LINE OF LOT 10 AFORESAID IN SAID BLOCK 4 PRODUCED WEST TO THE SOUTHEAST CORNER OF SAID LOT 11 IN SAID BLOCK 4 AND LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 1 AFORESAID IN SAID BLOCK 4 PRODUCED WEST TO THE NORTHEAST CORNER OF SAID LOT 36 IN SAID BLOCK 4 AND ALL OF THE EAST AND WEST VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 4 LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 11 TO 23 INCLUSIVE IN SAID BLOCK 4, LYING SOUTH OF AND ADJOINING SOUTH LINE OF LOTS 24 TO 36 INCLUSIVE IN SAID BLOCK 4, LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 11 IN BLOCK 4 PRODUCED NORTH TO THE SOUTHEAST CORNER OF LOT 36 IN BLOCK 4 AS AFORESAID AND LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4 PRODUCED NORTH TO THE SOUTHWEST CORNER OF LOT 24 IN SAID BLOCK 4, ALL IN SHEKLETON BROS. 25TH AVE., AND HARRISON STREET ADDITION TO BROADVIEW AFORESAID; ALSO, THE NORTH 1/2 OF THAT PART OF VACATED POLK STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 10 THRU 23 INCLUSIVE AND THE SOUTH LINE OF SAID LOT 10 PRODUCED WEST TO THE SOUTHEAST CORNER OF LOT 11, ALL IN SAID BLOCK 4, LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4 PRODUCED SOUTH AND LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 10 IN SAID BLOCK 4 PRODUCED SOUTH IN SAID SHEKLETON BROS. 25TH AVE., AND HARRISON STREET ADDITION TO BROADVIEW, IN COOK COUNTY, ILLINOIS.

TRACT NO. 2

BLOCK 5 TOGETHER WITH THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST AND ADJOINING LOTS 1 THRU 10, BOTH INCLUSIVE, THE WEST 1/2 OF THE VACATED NORTH AND SOUTH ALLEY LYING EAST AND ADJOINING LOTS 11 AND 36 AND THE EAST LINE OF LOT 11 EXTENDED NORTH TO THE SOUTHEAST CORNER OF LOT 36; THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING SOUTH AND ADJOINING LOTS 24 TO 36, BOTH INCLUSIVE; THE SOUTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING NORTH AND ADJOINING LOTS 11 TO 23, BOTH INCLUSIVE, THE SOUTH 1/2 OF VACATED POLK STREET LYING NORTH AND ADJOINING LOTS 24 TO 36, BOTH INCLUSIVE, AND LOT 1 AND THE NORTH LINE OF LOT 1 EXTENDED WEST TO THE NORTHEAST CORNER OF LOT 36, ALL IN BLOCK 5 IN SHEKLETON BROS. 25TH AVE. AND HARRISON STREET ADDITION TO BROADVIEW, BEING A

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Page 2 of 3

LEGAL DESCRIPTION CONTINUED

SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 16,
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PINS: 15-16-411-037, 15-16-412-001, 15-16-412-002, 15-16-412-003,
15-16-412-004, 15-16-412-005, 15-16-412-006, 15-16-412-007, 15-16-412-008,
15-16-412-009, 15-16-412-010, 15-16-412-011, 15-16-412-012, 15-16-412-013,
15-16-412-014, 15-16-412-015, 15-16-412-016, 15-16-412-017, 15-16-412-018,
15-16-412-019, 15-16-412-020, 15-16-412-021, 15-16-412-022, 15-16-412-023,
15-16-412-024, 15-16-412-025, 15-16-412-026, 15-16-412-027, 15-16-412-028,
15-16-412-029, 15-16-412-030, 15-16-412-031, 15-16-412-032, 15-16-412-033,
15-16-412-034, 15-16-412-035, 15-16-412-036

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Page 3 of 3

Elk Grove Legal Description

LEGAL DESCRIPTION:

Lot Two (2) in Pagni's Addition to Elk Grove Village, being a Resubdivision of Lot One (1) in Triton Industrial Park Unit 1, being a Subdivision of part of the East Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 11 East of the Third Principal Meridian, according to Plat of said Pagni's Addition to Elk Grove Village registered in the Office of the Registrar of Titles of Cook County, Illinois on February 1, 1974 as Document Number 2737933, in Cook County, Illinois.

PINS: 08-27-102-071

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EXHIBIT B

The collateral located on, in or under the real property more particularly described in Exhibit A attached hereto, incorporated herein and made a part hereof (the "Land"), and more particularly described as follows:

A. All right, title and interest, if any, which Debtor may now have or hereafter acquire of whatever character whether as owner, lessee or otherwise, whether vested or contingent, in and to (1) the Land and all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (collectively, the "Buildings"), (2) all building materials, supplies and other property now or hereafter stored at or delivered to the Land or any other location for installation in or on the Land or any of the Buildings, and all fixtures, fittings, machinery, appliances, equipment, apparatus, furnishings and personal property of every nature whatsoever now or hereafter located in or on, or attached to, and used or intended to be used in connection with the Land (except inventory held for use in the course of Debtor's business), any of the Buildings or any business or other operations now or hereafter conducted in or on the Land or any of the Buildings or in connection with any construction or other work now or hereafter conducted in or on the Land or any of the Buildings, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing, (all of the property described in this clause (2), being collectively referred to herein as the "Equipment"; the Buildings and the Equipment being collectively referred to herein as the "Improvements"), (3) any and all oil, gas and other minerals now or hereafter produced from or allocated to the Land and any and all products now or hereafter processed or obtained from any such oil, gas or other minerals, and (4) any and all plans, specifications, drawings, books, records and similar items now or hereafter relating to the Land or the Improvements, the operation thereof, any rights thereto or any interest therein;

B. All proceeds, products, extensions, additions, improvements, betterments, renewals, substitutions, replacements, accessions, accretions and relictions of and to all or any part of the Premises (as herein defined) or any other property encumbered by this Mortgage;

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C. All right, title and interest of Debtor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to (1) all streets, roads and public places (whether open or proposed) now or hereafter adjoining or otherwise providing access to the Land, (2) the land lying in the bed of such streets, roads and public places, and (3) all other sidewalks, alleys, ways, passages, vaults, water courses, strips and gores of land now or hereafter adjoining or used or intended to be used in connection with all or any part of the property described in paragraphs (A), (B) and (C) hereof;

D. All easements, rights-of-way and rights of use or passage (whether public or private), estates, interests, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, riparian, littoral, sewer, water, air, oil, gas, mineral and subsurface rights), privileges, claims, franchises, licenses, profits, rents, royalties, tenements, hereditaments, reversions, remainders and appurtenances of every nature whatsoever in any way now or hereafter belonging, relating or appertaining to all or any part of the property described in paragraphs (A), (B), (C) and (D) hereof (all rights and interests described in clauses (A), (B), (C), (D) and (E) being collectively referred to herein as the "Premises");

E. (1) Any and all judgments, settlements, claims, awards, insurance proceeds and other proceeds and compensation, and any interest thereon (collectively, "Compensation"), now or hereafter made or payable in connection with (a) any casualty or other damage to all or any part of the property described in paragraphs (A), (B), (C), (D) and (E) hereof, (b) any condemnation proceedings affecting any such property or any rights thereto or any interest therein, (c) any damage to or taking of any such property or any rights thereto or any interest therein arising from or otherwise relating to any exercise of the power of eminent domain (including, without limitation, any and all Compensation for change of grade of streets or any other injury to or decrease in the value of any such property), or (d) any conveyance in lieu of or under threat of any such taking, (2) any and all proceeds of any sale, assignment or other disposition of any such property or any rights thereto or any interest therein, (3) any and all proceeds of any other conversion (whether voluntary or involuntary) of any such property or any rights thereto or any interest therein into cash or any liquidated claim, (4)

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any and all refunds and rebates of or with respect to any insurance premium, any Imposition (as hereinafter defined) or any other charge for utilities relating to any such property (including, without limitation, any and all refunds and rebates of or with respect to any deposit or prepayment relating to any such insurance premium, Imposition or charge), and any and all interest thereon, whether now or hereafter payable or accruing, and (5) any and all accounts, option rights, contract rights, general intangibles, permits, licenses, approvals, bonuses, actions and rights in action now or hereafter arising from or relating to any such property or any business or other operations conducted in or on any such property by or on behalf of or for the benefit of Debtor (including, without limitation, all rights of Debtor in and to insurance proceeds, all rights of Debtor in and to unearned or prepaid insurance premiums, Impositions or other charges for utilities, and any deposits with respect thereto and any interest thereon, and all rights of Debtor in and to any and all contracts and bonds relating to operation, maintenance, construction, renovation, restoration, repair, management or security of any such property);

F. All leasehold estates, right, title and interest of Debtor in any and all leases, subleases, management agreements, arrangements, concessions or agreements relating to the use or occupancy of the Premises or any portion thereof and all rents of and from all or any part of the foregoing whether now or hereafter payable or accruing (including, without limitation, any and all money and other consideration paid or payable from time to time by any and all tenants, licensees, occupants or other users of any such property), and all rights of Debtor or any other person to collect and receive the same; provided, however, that permission is hereby given to Debtor, so long as no Event of Default (as hereinafter defined) shall have occurred, to collect and use such rents as, but not before, they become due and payable, which permission shall terminate immediately, without the necessity of any action by Secured Party, upon the occurrence of any Event of Default;

G. (1) All right, title and interest of Debtor (whether as seller, purchaser or otherwise) in and to any and all agreements now or hereafter relating to any purchase, sale, occupancy or other transfer of all or any part of the property described in paragraphs (A), (B), (C), (D), (E), (F) and (G) hereof (whether or not such purchase,

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sale, occupancy or other transfer shall be completed), together with any and all down payments, earnest money deposits and other security (whether monetary or otherwise) paid or payable or deposited or to be deposited in connection with any such agreement, and (2) all right, title and interest of Debtor (whether as lessor, lessee or otherwise) in and to any and all leases, subleases, use, occupancy and similar agreements (including, without limitation, oil, gas and mining leases) now or hereafter relating to all or any part of the property described in paragraphs (A), (B), (C), (D) and (E) hereof (each being referred to in this paragraph as a "lease"), together with any and all guaranties and security of, for or otherwise relating to any such lease (including, without limitation, any and all cash, security deposits, advance rentals, deposits and payments of a similar nature under any such lease or under any other arrangement entered into in connection with any such lease, any and all interest thereon, and any and all right, title and interest of Debtor in and to property of any tenant or other person, whether such right, title and interest shall have arisen under applicable law or under any such lease or other arrangement) and together with all rent and other consideration (whether monetary or otherwise) now or hereafter payable or accruing under or in connection with any such lease (including, without limitation, any and all cancellation or termination payments and any and all damages payable in connection with any default), subject, however, to the conditional permission given to Debtor to collect and use the rents, royalties, issues, profits, revenues, income and other benefits arising under any such lease as provided above;

H. Any and all right, title and interest of Debtor in all reciprocal easement agreements, operating agreements and any other agreements affecting the Land and Improvements; and

I. Any and all further or greater estate, right, title, interest, claim and demand of Debtor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to any of the property described in the foregoing paragraphs or any rights or interests appurtenant thereto.

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