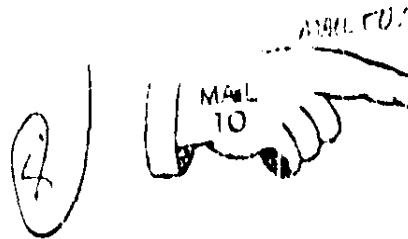


This First Amendment was
Prepared by and when
Recorded Return to:
Paul, Hastings, Janofsky & Walker, LLP
1055 Washington Blvd.
Stamford, CT 06901
Attention: Mario J. Ippolito, Esquire



**FIRST AMENDMENT TO OPEN-END
MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES,
FIXTURE FILING AND FINANCING STATEMENT**

*LTIC - COMMERCIAL PPE
CLASSENS 12-05-432 (12-07'4)*

THIS FIRST AMENDMENT to OPEN-END MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND FINANCING STATEMENT is made as of the 22nd day of October, 1997 by and among THE LEHIGH PRESS, INC., a Pennsylvania corporation having an office at 51 Haddonfield Road, Cherry Hill, New Jersey, 08002 (herein, together with its successors and assigns the "Mortgagor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, having its principal office address at 777 Long Ridge Road, Building A, 3rd Floor, Stamford, Connecticut 06927, not personally but acting in its capacity as collateral agent for the benefit of the holders of the Term Notes (as defined in the Credit Agreement) and itself in its capacity as collateral agent (in such capacity, together with its successors, assigns, agents and nominees, the "Mortgagee"). Unless otherwise expressly defined herein, initially capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement (defined below).

Lawyers Title Insurance Corporation

WITNESSETH.

WHEREAS, pursuant to the terms of the Credit Agreement dated as of August 26th, 1997 (as from time to time amended, modified or supplemented in accordance with the terms thereof, the "Credit Agreement"), among the Mortgagor, the other Credit Parties signatory thereto, the Mortgagee and the Persons signatory thereto from time to time as Lenders, the Term Lenders agreed to make the Term Loan to Mortgagor of up to Twenty-Five Million and 00/000 Dollars (\$25,000,000); and

WHEREAS, all of the Term Obligations under the Credit Agreement are secured by the Open-End Mortgage, Security Agreement, Assignment of Rents and Leases, Fixture Filing and Financing Statement (the "Mortgage"), which Mortgage was recorded on August 27, 1997 at the office of the ^{Recorder of Deeds} ~~Register of Deeds~~ in Cook County as document number 97631811 and secured upon all the real property described in Exhibit "A" attached hereto; and

Mortgagee and Mortgagor wish to amend the Mortgage as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of such consideration being hereby acknowledged, and intending to be legally bound hereby, the Mortgagor and Mortgagee agree as follows:

SECTION 1. Amendment to the Mortgage. Section 1.4(f) of the Mortgage is hereby amended and restated in its entirety as follows:

"(f) If Mortgagee at any time has a reasonable basis to believe that there may be a violation of any applicable Environmental Laws or Environmental Permits by the Mortgagor or any Environmental Liabilities arising thereunder, or a Release of Hazardous Materials on, at, in, under, above, from or about the Premises, which, in each case, could reasonably be expected to have a Material Adverse Effect, then Mortgagor shall, upon Mortgagee's written request (i) cause the performance of environmental audits including subsurface sampling of soil and groundwater, the scope of which shall be necessary and reasonable, in Mortgagee's reasonable discretion, given the nature of the possible violation, liability or Release, and preparation of such environmental reports, at Mortgagor's expense, as Mortgagee may request, which shall be conducted by a reputable environmental consulting firm acceptable to the Mortgagee and shall be in the form and substance acceptable to the Mortgagee, or (ii) if Mortgagor (1) fails to respond to Mortgagee's written request within twenty (20) days of Mortgagor's receipt of such request, (2) refuses Mortgagee's written request for the performance of an environmental audit or (3) fails to diligently pursue response activities contemplated in clause (i) above within thirty (30) days of Mortgagor's receipt of Mortgagee's written request, Mortgagor hereby grants Mortgagee a license to permit Mortgagee and its representatives, at Mortgagee's election, to have reasonable access to the Premises for the purposes of conducting such environmental audits and testing as Mortgagee deems appropriate, including subsurface sampling of soil and groundwater. Mortgagor shall reimburse Mortgagee for the costs of such audits and tests. If Mortgagor fails to make such reimbursement within twenty (20) days of Mortgagor's request therefor, the cost of such tests shall be added to the indebtedness evidenced by the Term Notes and secured by this Mortgage. Mortgagee will cooperate with Mortgagor to ensure that any activities undertaken during the audit do not unreasonably disrupt Mortgagor's operations to the greatest extent possible."

SECTION II. MISCELLANEOUS.

(a) All references in the Mortgage to "this Mortgage" shall mean the Mortgage as amended by this First Amendment.

(b) Except as modified hereby, all of the terms and conditions of the Mortgage shall remain in full force and effect without amendment or modification.

(c) This Amendment may be executed in one or more counterparts each of which is an original and all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this First Amendment to the Open-End Mortgage, Security Agreement, Assignment of Rents and Leases, Fixture Filing and Financing Statement to be executed as of the day and year first above written.

MORTGAGOR:

THE LEHIGH PRESS, INC.
a Pennsylvania corporation

Witness:

Rosemarie Sanchinico
Name: Rosemarie Sanchinico

By: William A. Love
Name: William Love
Title: E.V.P. Finance

Witness:

Thaddeus M. Kochanski
Name: Thaddeus M. Kochanski

MORTGAGEE:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: Daniel Green
Name: Daniel Green
Title: A.P. C.F.I.

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STATE OF NEW JERSEY :
: SS
COUNTY OF CAMDEN :

On this, the 21 day of Sept 1997, before me, a Notary Public in and for the State of New Jersey, personally appeared William F. Love who acknowledged himself to be the Executive Vice Pres. - Finance of THE LEHIGH PRESS, INC., a Pennsylvania corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan M. Cline
Notary Public
My Commission Expires:

SUSAN M. CLINE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 22 1999

STATE OF
COUNTY OF

STATE OF :
COUNTY OF : ss: Stamford
New York

On this, the 1st day of September, 1997, before me, a

Notary Public in and for the State of NY, personally appeared
YACQUES who acknowledged himself to be the CEO of

GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, and
that he as such officer being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the corporation by himself as
such officer of the corporation

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Gail Valus
Notary Public
My Commission Expires:

GAIL VALUS
Notary Public
My Commission Expires March 31, 1997

EXHIBIT A

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 277933, in Cook County, Illinois.

PERMANENT INDEX NUMBER
08-251-102-071

ADDRESS
361 BUNNIE LANE
ELK GROVE VILLAGE, ILL.

EXHIBIT A

Legal Description

ADDRESS: 25th AVE. & LEXINGTON ST.
BROOKLYN, ILL.

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 39 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 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 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 Brothers 25th Avenue and Harrison Street Addition to Broadview, being a 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.

PERMANENT INDEX NUMBERS: 15-16-412-031, 15-16-412-031,
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