

CONFIDENTIAL

July 8, 2008

Vertis, Inc.
250 West Pratt Street
Baltimore, MD 21201
Attention: Barry Kohn
Chief Financial Officer

Vertis, Inc.
\$250 Million Senior Secured Revolving Credit Facility

Exit Commitment Letter

Ladies and Gentlemen:

You (as "Borrower") have advised each of General Electric Capital Corporation ("GE Capital") and GE Capital Markets, Inc. ("GECM" and, together with GE Capital, the "Commitment Parties," "we" or "us") that you intend to (i) refinance and restructure the Borrower's senior secured indebtedness and its other secured and unsecured indebtedness (the "Restructuring"); and (ii) effect a merger with ACG Holdings, Inc. ("ACG Holdings" and together with its subsidiaries, the "Acquired Business") through an acquisition of all of ACG Holdings' issued and outstanding capital stock (the "Acquisition"). You have further advised us that you, your subsidiaries and Holdings (as defined below) intend to effect the Restructuring and the Acquisition (collectively, the "Restructuring Transactions") by means of various "prepackaged" cases under chapter 11 of the U.S. Bankruptcy Code (collectively, the "Prepackaged Chapter 11 Cases").

In addition, you have advised us that in anticipation of the consummation of the Restructuring Transactions, you have entered into (i) that certain Restructuring and Lock-Up Agreement dated as of May 22, 2008 (the "Restructuring Agreement") among, *inter alia*, you, various of your affiliates, the Acquired Business, certain creditors of the Acquired Business, certain holders of your 9 ^{3/4}% Senior Secured Second Lien Notes due 2009 (the "Vertis Second Lien Notes"), certain holders of your 10 ^{7/8}% Senior Notes due 2009 (the "Vertis Senior Notes"), and certain holders of your 13 1/2% Senior Subordinated Notes due 2009 (the "Vertis Senior Subordinated Notes"); (ii) other agreements with certain holders of Vertis Holdings, Inc.'s ("Holdings") Mezzanine Notes arising from the Mezzanine Note and

Warrant Purchase Agreement, dated as of December 7, 1999, as amended (the "Vertis Holdings Mezzanine Notes") (each, an "Ancillary Noteholders Agreement" and, together with the Restructuring Agreement, the "Ancillary Noteholders Agreements") entered into by you and/or one or more of your affiliates in connection with the Restructuring Agreement; and (iii) that certain Agreement and Plan of Merger dated as of May 22, 2008 (the "Merger Agreement") among you, Holdings, Victory Merger Sub, LLC and ACG Holdings.

You have further advised us that, in connection with the Prepackaged Chapter 11 Cases and pursuant to the terms and conditions of that certain Commitment Letter, dated as of even date herewith, by and among GE Capital and Vertis, Inc. (together with Exhibit A thereto, the "Prepackaged DIP Commitment Letter"), you intend to obtain debtor-in-possession financing in an amount up to \$380 million, which will be comprised of a \$130 million secured revolving credit facility, a \$50 million secured term A facility and an up to \$200 million secured term B facility, each on the terms and conditions described in the Prepackaged DIP Commitment Letter (the "DIP Credit Facility").

Finally, you have advised us that, upon and in connection with the emergence of Vertis, Inc. from the Prepackaged Chapter 11 Cases, you intend to refinance all of Borrower's and its subsidiaries' indebtedness under the DIP Credit Facility (the "DIP Payoff" and, collectively with the Restructuring Transactions, the "Emergence Transactions"). You have further advised us that, in connection with the Emergence Transactions, you intend to obtain senior first lien secured facilities in an amount up to \$250 million, which will be comprised of a \$250 million senior secured revolving credit facility (the "Revolving Credit Facility") on the terms and conditions described in the Exit Term Sheet (collectively, the "Exit Financing"). On the Closing Date and after giving effect to the Emergence Transactions and the Exit Financing, there shall be no outstanding indebtedness of the Borrower or any of its subsidiaries other than: (i) indebtedness under the Exit Financing; (ii) indebtedness under the New Term Loan Facilities (as defined in the Restructuring Agreement); (iii) indebtedness under the New Second-Lien Notes (as defined in the Restructuring Agreement); (iv) indebtedness under the New Senior Notes (as defined in the Restructuring Agreement); and (v) certain existing indebtedness in respect of capital leases and purchase money financing for equipment of up to \$10 million in the aggregate.

GE Capital (in such capacity, the "Initial Lender") is pleased to advise you of its commitment to provide, directly or through an affiliate, the Exit Financing and to act as the sole administrative agent and the sole collateral agent for the Exit Financing, all upon and subject to the general terms and conditions set forth herein, in the Summary of Terms attached hereto as Exhibit A and incorporated herein by reference (collectively, the "Exit Term Sheet" and together with this letter, this "Exit Commitment Letter") and in the Exit Fee Letter (as defined below). GECM (in such capacity the "Lead Arranger") is pleased to agree to act as the sole lead arranger and book-running manager for the Exit Financing. Each capitalized term used in the text of this Exit Commitment Letter without definition shall have the meaning assigned to such term in the Exit Term Sheet.

Syndication.

The Initial Lender intends and reserves the right, prior to and after the execution of the Exit Financing Documentation (as defined below), to syndicate all or a portion of its commitments under this Exit Commitment Letter or its loans and commitments under the Exit Financing Documentation, as the case may be, to one or more banks, financial institutions or other institutional lenders pursuant to a syndication to be managed by GECM in consultation with you (the Initial Lender and such financial institutions becoming parties to such Exit Financing Documentation being collectively referred to as the "Lenders"). The syndication of all or a portion of the Initial Lender's commitments under this Exit Commitment Letter and/or its loans and commitments under the Exit Financing is hereinafter referred to as the "Primary Syndication".

The Lead Arranger will commence the Primary Syndication promptly after your acceptance of this Exit Commitment Letter and the Exit Fee Letter (as defined below). It is understood and agreed that GECM will, in consultation with you, manage and control all aspects of the Primary Syndication, including selection of prospective Lenders, determination of when the Lead Arranger will approach prospective Lenders and the time of acceptance of Lenders' commitments, any naming rights, titles or roles to be awarded to Lenders, and the final allocations of the commitments among Lenders. It is further understood and agreed that (i) no additional agents, arrangers or book-running managers shall be appointed, or other titles, names or roles conferred to any Lender or any other person or entity, by you in respect of the Exit Financing, (ii) the amount and distribution of fees among the Lenders will be at the Lead Arranger's discretion, and (iii) no Lender will be offered by, or receive from, you compensation of any kind for its participation in the Exit Financing, except as expressly provided for in this Exit Commitment Letter or the Exit Fee Letter or with the prior written consent of GECM.

You agree to actively assist and cooperate (and use your commercially reasonable efforts to cause each of your affiliates, the Acquired Business and its affiliates and all other necessary persons to assist and cooperate) with the Lead Arranger in connection with the Primary Syndication. Such assistance shall include, without limitation (a) promptly preparing and providing to the Lead Arranger all information with respect to Borrower and its subsidiaries, the Emergence Transactions, the Acquired Business and the other transactions contemplated hereby, including financial information and projections (the "Projections") and copies of due diligence, accounting or similar reports or memoranda prepared at your direction by legal, accounting, tax, environmental or other advisors in connection with the Emergence Transactions (in each case subject to non-disclosure and reliance letters reasonably acceptable to the Lead Arranger), in each case, as the Lead Arranger may reasonably request in connection with the Primary Syndication, (b) participating (and using your commercially reasonable efforts to cause the Acquired Business to participate) in meetings with prospective Lenders and other relevant meetings (including meetings with rating agencies), (c) using your commercially reasonable efforts to provide direct contact during the Primary Syndication between Borrower's and the Acquired Business' senior management, representatives and advisors, on the one hand, and prospective Lenders, on the other hand, and (d) using your commercially reasonable efforts to ensure that the Lead Arranger's syndication efforts benefit from Borrower's and the Acquired Business' existing financial and banking relationships.

At GECM's request, you agree to assist in the preparation of confidential information memoranda, presentations and other Evaluation Material (as defined below) regarding the Borrower, the Acquired Business, the Emergence Transactions and the Exit Financing to be used in connection with the Primary Syndication and to confirm (and to use commercially reasonable efforts to cause the Acquired Business to confirm), prior to such materials being made available to prospective Lenders, the completeness and accuracy of such materials. The Evaluation Material shall include a version of the confidential information memorandum, presentation and other information materials consisting exclusively of information that is either publicly available with respect to Borrower and the Acquired Business and their respective subsidiaries and parent company, or that is not material with respect to Borrower or the Acquired Business or their respective securities for purposes of U.S. federal and state securities laws. You also hereby agree that you will (a) identify in writing (and use commercially reasonable efforts to cause the Acquired Business to identify in writing), and (b) clearly and conspicuously mark (and use commercially reasonable efforts to cause the Acquired Business to clearly and conspicuously mark) such Evaluation Material that does not contain any such material non-public information referred to in the prior sentence as "PUBLIC". You hereby agree that by identifying such Evaluation Material pursuant to clause (a) of the preceding sentence and marking Evaluation Material as "PUBLIC" pursuant to clause (b) of the preceding sentence and/or publicly filing any Evaluation Material with the Securities and Exchange Commission, then the Commitment Parties, Lenders and prospective Lenders shall be entitled to treat such Evaluation Material as not containing any material non-public information with respect to Borrower,

the Acquired Business, their respective subsidiaries and parent company or the Emergence Transactions for purposes of U.S. federal and state securities laws. You further acknowledge and agree that the following documents and materials shall be deemed to be PUBLIC, whether or not so marked, and do not contain any material non-public information: term sheets with respect to the Exit Financing and the Emergence Transactions and administrative materials of a customary nature prepared by the Commitment Parties for prospective Lenders, such as a lender meeting invitation, bank allocation, if any, and funding and closing memorandum. Before distribution of any Evaluation Material, you agree (and agree to use commercially reasonable efforts to cause the Acquired Business) to execute and deliver to us a letter in which you authorize distribution of the Evaluation Material to prospective Lenders and their employees willing to receive material non-public information, and a separate letter in which you authorize distribution of Evaluation Material that does not contain material non-public information and represent that no material non-public information is contained therein.

Until the completion of the Primary Syndication (as determined by GECM in its discretion), Borrower shall not (and Borrower shall cause Borrower's affiliates not to), without the prior written consent of GECM, offer, issue, place, syndicate or arrange any debt or preferred equity securities or debt facilities (including any debtor-in-possession financing, any renewals, restatements, restructuring or refinancings of any existing debt or preferred equity securities or debt facilities), attempt or agree to do any of the foregoing, announce or authorize the announcement of any of the foregoing, or engage in discussion concerning any of the foregoing; provided, however, that, subject to the section hereof entitled "Confidentiality", the foregoing shall not preclude the Borrower, Holdings or their respective subsidiaries from soliciting and engaging in discussions with financial entities in order to: (x) analyze competing debtor-in-possession financing proposals received prior to the date hereof, and (y) arrange for exit financing facilities and other additional financings contemplated by the Restructuring Agreement.

Information

You hereby represent and covenant (and it is a condition to the Initial Lender's commitment hereunder) that (a) all information other than the Projections and general economic or specific industry information developed by, and obtained from, third-party sources (the "Information") that has been or will be made available to the Commitment Parties and/or the Lenders by you, the Acquired Business or any of your respective affiliates or representatives is or will be, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made, and (b) the Projections that have been or will be made available to the Commitment Parties by Borrower, the Acquired Business or any of your respective affiliates or representatives have been or will be prepared in good faith based upon reasonable assumptions (it being understood and agreed that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material). You agree that if at any time prior to the closing of the Exit Financing any of the representations in the preceding sentence would be incorrect if the Information or Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information or the Projections, as the case may be, so that such representations will be correct under those circumstances. You understand that in arranging and syndicating the Exit Financing the Lead Arranger may use and rely on the Information and Projections without independent verification thereof.

You hereby authorize and agree, on behalf of yourself, the Acquired Business and your respective affiliates, that the Information, the Projections and all other information provided by or on behalf of you, the Acquired Business and your respective affiliates to the Commitment Parties regarding Borrower, the Acquired Business and your respective affiliates, the Emergence Transactions and the other transactions

contemplated hereby in connection with the Exit Financing (collectively, "Evaluation Material") may be disseminated by or on behalf of the Commitment Parties, and made available, to prospective Lenders and other persons, who have agreed to be bound by customary confidentiality undertakings (including, "click-through" agreements), all in accordance with the Lead Arranger's standard loan syndication practices (whether transmitted electronically by means of a website, e-mail or otherwise, or made available orally or in writing, including at prospective Lender or other meetings). You hereby further authorize (and agree to use commercially reasonable efforts to cause the Acquired Business to authorize) the Lead Arranger to download copies of Borrower's and the Acquired Business' respective logos from their respective websites and post copies thereof on an Intralinks® or similar workspace and use such logos on any confidential information memoranda, presentations and other marketing and materials prepared in connection with the Primary Syndication.

Exit Fee Letter.

As consideration for the Commitment Parties' agreements hereunder you agree to pay (or to cause to be paid) to the Initial Lender, the Lead Arranger and such other specified parties, if any, the fees as set forth in the Exit Term Sheet and in the Exit Fee Letter dated the date hereof and delivered herewith with respect to the Exit Financing (the "Exit Fee Letter").

Conditions.

The commitment and agreements of the Initial Lender hereunder, and the agreements of the Lead Arranger to provide the services described herein, are subject to the following: (a) the execution and delivery of definitive documentation for the Exit Financing (the "Exit Financing Documentation") consistent with the Exit Term Sheet and otherwise acceptable to the Initial Lender and its counsel, (b) the Initial Lender not becoming aware after the date hereof of any information not previously disclosed to the Initial Lender affecting Borrower, the Acquired Business or your respective subsidiaries or the Emergence Transactions that in the Initial Lender's judgment is inconsistent in a material and adverse manner with any such information disclosed to the Initial Lender prior to the date hereof, and (c) the other conditions set forth in the Exit Term Sheet and the Exit Fee Letter and your compliance in all material respects with the terms and provisions of this Exit Commitment Letter and the Exit Fee Letter. The terms and conditions of the commitment and agreement hereunder and of the Exit Financing are not limited to those set forth herein and in the Exit Term Sheet and the Exit Fee Letter. Those matters that are not covered by the provisions hereof and of the Exit Term Sheet and Exit Fee Letter are subject to the approval and agreement of the Initial Lender and you.

Expenses.

By signing this Exit Commitment Letter, regardless of whether the Exit Financing closes, you agree to pay upon demand to the Commitment Parties all reasonable fees and expenses (including, but not limited to, all reasonable costs and fees of external legal counsel, environmental consultants, appraisers, auditors and other consultants and advisors, due diligence reports, recording and transfer fees and taxes, title charges and survey costs) incurred by them in connection with this Exit Commitment Letter, the Exit Fee Letter, the Emergence Transactions, the Exit Financing and the transactions contemplated hereby (and the negotiation, documentation, closing and syndication thereof).

Confidentiality.

The Commitment Parties are delivering this Exit Commitment Letter to you with the understanding that you will not disclose the contents of this Exit Commitment Letter, the Exit Fee Letter or the Commitment Parties' involvement with or the Initial Lender's commitment to provide or the Lead Arranger's agreement

to arrange the Exit Financing to any third party (including, without limitation, any financial institution or intermediary) without the Initial Lender's prior written consent other than to those individuals who are your directors, officers, employees or advisors in connection with the Emergence Transactions and the Exit Financing (after you have advised them that such information is confidential and may not be used for any purpose other than in connection with the Prepackaged Chapter 11 Cases and may not be disclosed to any other person); provided, that this Exit Commitment Letter (including the Exit Fee Letter) may also be disclosed to American Color Graphics, Inc. ("ACG") and the holders of the American Color Graphics, Inc. \$280,000,000 10% Senior Secured Notes due 2010, the holders of the Vertis Second Lien Notes, the Vertis Senior Notes, the Vertis Senior Subordinated Notes and/or the Vertis Holdings Mezzanine Notes and its/their advisors and, in the case of ACG, its lenders; provided, further, that this Exit Commitment Letter and the Exit Fee Letter may also be disclosed as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case you agree to inform the Initial Lender promptly thereof); provided, further, that this Exit Commitment Letter and the Exit Fee Letter may also be disclosed to the court presiding over the Prepackaged Chapter 11 Cases and the Exit Commitment Letter (but not the Exit Fee Letter) may be filed with the court presiding over the Prepackaged Chapter 11 Cases; provided, further, that this Exit Commitment Letter and the Exit Fee Letter may be shared with any official committee appointed in the Prepackaged Chapter 11 Cases; provided, further, that, with respect to soliciting and engaging in discussions with financial entities in order to arrange for the other exit financing facilities and other additional financings contemplated by the Restructuring Agreement, the Borrower, Holdings and their subsidiaries may only disclose the maturity date, amount, collateral and provisions relating to prepayment of other exit facilities (and solely the maturity date, amount, collateral and provisions relating to prepayment of other exit facilities) of the Exit Financing; and, provided, further, that, prior to any disclosure by you of information concerning the Commitment Parties, this Exit Commitment Letter or the Exit Fee Letter (including, without limitation, a copy of this Exit Commitment Letter or the Exit Fee Letter) to any person or entity listed in the first or fourth proviso to this sentence, you shall obtain, and agree to obtain, from the applicable persons or entities a confidentiality agreement with respect to such information in form and substance acceptable to GE Capital. The Commitment Parties reserve the right to review and approve, in advance, all materials, press releases, advertisements and disclosures that you prepare or that is prepared on your behalf that contain the Initial Lender's or any affiliate's name or describe the Initial Lender's financing commitment or the Lead Arranger's role and activities with respect to the Exit Financing.

Indemnity.

Regardless of whether the Exit Financing closes, you agree to (a) indemnify, defend and hold each of the Commitment Parties, each Lender, and their respective affiliates and the principals, directors, officers, employees, representatives, agents and third party advisors of each of them (each, an "Indemnified Person"), harmless from and against all losses, disputes, claims, expenses (including, but not limited to, attorneys' fees), damages, and liabilities of any kind (including, without limitation, any environmental liabilities) which may be incurred by, or asserted against, any such Indemnified Person in connection with, arising out of, or relating to, this Exit Commitment Letter, the Exit Fee Letter, the Exit Financing, the use or the proposed use of the proceeds thereof, the Emergence Transactions, any other transaction contemplated by this Exit Commitment Letter, any other transaction related thereto and any claim, litigation, investigation or proceeding relating to any of the foregoing (each, a "Claim", and collectively, the "Claims"), regardless of whether such Indemnified Person is a party thereto, and (b) reimburse each Indemnified Person upon demand for all legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (each, an "Expense"); provided that no Indemnified Person shall be entitled to indemnity hereunder in respect of any Claim or Expense to the extent that the same is found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross

negligence or willful misconduct of such Indemnified Person. Under no circumstances shall the Commitment Parties or any of their respective affiliates be liable for any punitive, exemplary, consequential or indirect damages that may be alleged to result in connection with, arising out of, or relating to, any Claims, this Exit Commitment Letter, the Exit Fee Letter, the Exit Financing, the use or the proposed use of the proceeds thereof, the Emergence Transactions, any other transaction contemplated by this Exit Commitment Letter and any other transaction related thereto. Furthermore, you hereby acknowledge and agree that the use of electronic transmission is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse. You agree to assume and accept such risks by hereby authorizing the transmission of electronic transmissions, and you agree that each of the Commitment Parties or any of their respective affiliates will not have any liability for any damages arising from the use of such electronic transmission systems.

Sharing Information; Absence of Fiduciary Relationship.

You acknowledge that the Commitment Parties and their affiliates may be providing debt financing, equity capital or other services to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. None of the Commitment Parties or any of their respective affiliates will furnish confidential information obtained from you, the Acquired Business and your respective officers, directors, employees, attorneys, accountants or other advisors by virtue of the transactions contemplated by this Exit Commitment Letter or its other relationships with you to other companies. You also acknowledge that none of the Commitment Parties or any of their respective affiliates has any obligation to use in connection with the transactions contemplated by this Exit Commitment Letter, or furnish to you, the Acquired Business and your respective officers, directors, employees, attorneys, accountants or other advisors, confidential information obtained by the Commitment Parties or any of their respective affiliates from other companies.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you, on the one hand, and or any of the Commitment Parties, on the other hand, has been or will be created in respect of any of the transactions contemplated by this Exit Commitment Letter, irrespective of whether the Commitment Parties and/or their respective affiliates have advised or are advising you on other matters, and (b) you will not bring or otherwise assert any claim against any of the Commitment Parties for breach of fiduciary duty or alleged breach of fiduciary duty and agree that none of the Commitment Parties shall have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

Assignments and Amendments.

This Exit Commitment Letter shall not be assignable by you without the prior written consent of us (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Persons. The Initial Lender may transfer and assign its commitment hereunder, in whole or in part, to any of its affiliates or to any prospective Lender in connection with the Primary Syndication in consultation with you or otherwise. Upon such assignment, the Initial Lender shall be released from the portion of its commitment hereunder that has been so transferred and assigned.

This Exit Commitment Letter may not be amended or waived except by an instrument in writing signed by you and us. The Commitment Parties may perform the duties and activities described hereunder through any of their respective affiliates and the provisions of the paragraph entitled "Indemnity" shall apply with equal force and effect to any of such affiliates so performing any such duties or activities.

Counterparts and Governing Law.

This Exit Commitment Letter may be executed in counterparts, each of which shall be deemed an original and all of which counterparts shall constitute one and the same document. Delivery of an executed signature page of this Exit Commitment Letter by facsimile or electronic (including "PDF") transmission shall be effective as delivery of a manually executed counterpart hereof.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Exit Commitment Letter, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Venue and Submission to Jurisdiction.

The parties hereto consent and agree that either (i) the state or federal courts located in New York County, State of New York, or (ii) the United States Bankruptcy Court for the District of Delaware shall have exclusive jurisdiction to hear and determine any claims or disputes between or among any of the parties hereto pertaining to this Exit Commitment Letter, the Exit Fee Letter, any transaction relating hereto or thereto, any other financing related thereto, and any investigation, litigation, or proceeding in connection with, related to or arising out of any such matters, provided, that the parties hereto acknowledge that any appeals from those courts may have to be heard by a court located outside of such jurisdiction. The parties hereto expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waive any objection, which either of them may have based upon lack of personal jurisdiction, improper venue or inconvenient forum.

Waiver of Jury Trial.

THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS EXIT COMMITMENT LETTER, THE EXIT FEE LETTER, THE EXIT FINANCING AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

Survival.

The provisions of this letter set forth under this heading and the headings "Syndication", "Information", "Expenses", "Confidentiality", "Indemnity", "Assignments and Amendments", "Counterparts and Governing Law", "Venue and Submission to Jurisdiction" and "Waiver of Jury Trial" shall survive the termination or expiration of this Exit Commitment Letter and shall remain in full force and effect regardless of whether the Exit Financing closes or the Exit Financing Documentation shall be executed and delivered; provided that in the event the Exit Financing closes or the Exit Financing Documentation shall be executed and delivered, the provisions under the heading "Syndication" shall survive only until the completion of the Primary Syndication.

Integration.

This Exit Commitment Letter and the Exit Fee Letter supersede any and all discussions, negotiations, understandings or agreements, written or oral, express or implied, between or among the parties hereto and any other person as to the subject matter hereof.

Patriot Act.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act"), each Lender may be required to obtain, verify and record information that identifies Borrower, which information includes the name, address, tax identification number and other information regarding Borrower that will allow such Lender to identify Borrower in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each Lender.

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Please indicate your acceptance of the terms hereof and of the Exit Fee Letter by signing in the appropriate space below and in the Exit Fee Letter and returning to GE Capital on behalf of the Commitment Parties such signature pages by 5:00 p.m., New York time on July 8, 2008. Unless extended in writing by the Commitment Parties, the commitments contained herein shall automatically expire on the first to occur of (a) the date and time referred to in the previous sentence unless you shall have executed and delivered a copy of this Exit Commitment Letter and the Exit Fee Letter as provided above, or (b) 5:00 p.m. New York time on the 90th day following the closing of the DIP Credit Facility. Notwithstanding the foregoing, all commitments and agreements of the Commitment Parties under this Exit Commitment Letter shall terminate in the event that Borrower and Guarantors shall not have obtained, by no later than August 19, 2008, the Exit Facility Order (as defined in the Exit Term Sheet), in form and substance reasonably acceptable to Agent, (i) authorizing Borrower's and Guarantors' performance of their pre-closing obligations and undertakings under this Exit Commitment Letter and the Exit Fee Letter, and (ii) providing that the rights of the Commitment Parties to payment of all costs, fees and expenses and to indemnification under the Exit Financing Documentation shall be entitled to priority as administrative expense claims under section 503(b)(1) of the Bankruptcy Code whether or not the Exit Financing closes.

Sincerely,

GENERAL ELECTRIC CAPITAL CORPORATION

By: Alan Garson
Name: Alan Garson
Title: Duly Authorized Signatory

AGREED AND ACCEPTED
THIS _____ DAY OF JULY, 2008:

VERTIS, INC.

By: _____
Name: _____
Title: _____

Please indicate your acceptance of the terms hereof and of the Exit Fee Letter by signing in the appropriate space below and in the Exit Fee Letter and returning to GE Capital on behalf of the Commitment Parties such signature pages by 5:00 p.m., New York time on July 8, 2008. Unless extended in writing by the Commitment Parties, the commitments contained herein shall automatically expire on the first to occur of (a) the date and time referred to in the previous sentence unless you shall have executed and delivered a copy of this Exit Commitment Letter and the Exit Fee Letter as provided above, or (b) 5:00 p.m. New York time on the 90th day following the closing of the DIP Credit Facility. Notwithstanding the foregoing, all commitments and agreements of the Commitment Parties under this Exit Commitment Letter shall terminate in the event that Borrower and Guarantors shall not have obtained, by no later than August 19, 2008, the Exit Facility Order (as defined in the Exit Term Sheet), in form and substance reasonably acceptable to Agent, (i) authorizing Borrower's and Guarantors' performance of their pre-closing obligations and undertakings under this Exit Commitment Letter and the Exit Fee Letter, and (ii) providing that the rights of the Commitment Parties to payment of all costs, fees and expenses and to indemnification under the Exit Financing Documentation shall be entitled to priority as administrative expense claims under section 503(b)(1) of the Bankruptcy Code whether or not the Exit Financing closes.

Sincerely,

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

AGREED AND ACCEPTED
THIS 8th DAY OF JULY, 2008:

VERTIS, INC.

By: 
Name: BARRY KOHN
Title: CFO