

**Exhibit A
to
Exit Commitment Letter**

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

**Summary of Terms
July 8, 2008**

This is the Exit Term Sheet described as Exhibit A in that certain commitment letter dated July 8, 2008, of which this Exhibit A is a part. Each capitalized term used herein without definition shall have the meaning assigned to such term in the commitment letter referenced above.

<i>Borrower:</i>	Vertis, Inc. (" <u>Borrower</u> "), all of the outstanding stock of which is owned by Vertis Holdings, Inc. (" <u>Holdings</u> " and, together with its subsidiaries, the " <u>Group Members</u> ").
<i>Guarantors:</i>	Holdings and each of Borrower's existing and subsequently acquired or formed direct and indirect subsidiaries (each, a " <u>Subsidiary Guarantor</u> " and collectively, the " <u>Subsidiary Guarantors</u> "; and together with Holdings, the " <u>Guarantors</u> "); and together with Holdings, the " <u>Guarantors</u> "), other than any Excluded Foreign Subsidiaries (as defined below) and certain non-operative and non-material subsidiaries of ACG.
<i>Administrative Agent and Collateral Agent:</i>	General Electric Capital Corporation (" <u>GE Capital</u> " and, in such capacities, collectively, " <u>Agent</u> ").
<i>Sole Lead Arranger and Book-Running Manager:</i>	GE Capital Markets, Inc. (" <u>GECM</u> ").
<i>Lenders:</i>	GE Capital, Bank of America, N.A. and such other banks, financial institutions or other institutional investors, if any, as may be arranged by GECM in consultation with Borrower.
<i>Exit Financing:</i>	\$250 million in senior secured credit facilities comprised of a revolving credit facility of \$250 million (the " <u>Revolving Credit Facility</u> " or the " <u>Exit Financing</u> "), consisting of (i) a senior secured last-in first-out revolving credit tranche (the " <u>LIFO Tranche</u> ") of \$225 million (the " <u>LIFO Tranche Cap</u> ") and (ii) a senior secured first-in last-out fully funded tranche (the " <u>FILO Tranche</u> ") of \$25 million (the " <u>FILO Tranche Cap</u> ").

Borrowings under the LIFO Tranche may be made from time to time during the period from the Closing Date (as hereinafter defined) until the three year and nine month anniversary of the Closing Date. The FILO Tranche shall be funded in one drawing on the Closing Date (and may not be reborrowed thereafter) and shall be due and payable on the three year and nine month anniversary of the Closing Date. The amount of the Revolving Credit Facility (both the LIFO Tranche and the FILO Tranche) shall be reduced by reserves as Agent may require in its reasonable credit judgment.

A. Letters of Credit. A sub-facility of \$60 million of the Revolving Credit Facility will be available for the issuance of letters of credit ("Letters of Credit") for the account of Borrower and Guarantors. No Letter of Credit will have a termination date that is later than (a) 10 days prior to the termination date of the Exit Financing, or (b) 1 year after the date of issuance. Any such Letters of Credit shall reduce availability under the Revolving Credit Facility on a dollar-for-dollar basis.

B. Swing Line Loans. A sub-facility of \$35 million will be available to Borrower for swing line loans from GE Capital. Except for purposes of calculating the Commitment Fee (as defined below), any such swing line loans shall reduce availability under the Revolving Credit Facility on a dollar-for-dollar basis.

Revolving Credit Availability:

Subject to the "Use of Proceeds" section set forth below: (x) availability under the LIFO Tranche of the Revolving Credit Facility would be limited to the lesser of (a) the LIFO Tranche Cap and (b) the LIFO Tranche Borrowing Base; and (y) availability under the FILO Tranche of the Revolving Credit Facility would be limited to the lesser of (a) the FILO Tranche Cap and (b) the FILO Borrowing Base. Based upon Agent's due diligence to date: (x) the LIFO Borrowing Base is anticipated to be the sum of (i) up to 85% of the net amount of Borrower's and its Subsidiary Guarantors' eligible accounts receivable reflected on the then accounts receivable aging, plus (ii) up to 60% of Borrower's and its Subsidiary Guarantors' eligible raw materials inventory; and (y) the FILO Borrowing Base shall be accretive to the LIFO Borrowing Base and is anticipated to be the sum of (i) up to 9% of the net amount of Borrower's and its Subsidiary Guarantors' eligible accounts receivable reflected on the then accounts receivable aging, plus (ii) up to 60% of Borrower's and its Subsidiary Guarantors' eligible unbilled accounts receivable, plus (iii) up to 60% of Borrower's and its Subsidiary Guarantors' eligible accounts receivable then reflected on the balance sheet and not then reflected on the accounts receivable aging, plus (iv) up to 40% of eligible work-in-progress and finished goods inventory.

Agent will retain the right in its reasonable credit judgment from time to time to establish or modify reserves against availability for both the LIFO Tranche and the FILO Tranche.

If and to the extent that the FILO Borrowing Base is at any time less than \$32,500,000, the Agent shall establish a reserve against the LIFO Tranche of the Revolving Credit Facility in the full amount of any shortfall of the FILO Borrowing Base below \$32,500,000.

Use of Proceeds:

The proceeds of the loans and advances under the Exit Financing (collectively, the "Loans") will be used solely (a) to repay in full in cash all amounts owing under the DIP Credit Facility, (b) to pay fees and expenses incurred in connection with the foregoing and the Exit Financing and allowed administrative expenses in connection with the emergence of the Borrower and the other Group Members from bankruptcy (collectively, the "Transaction Costs"), and (c) for working capital and general corporate and similar purposes.

Interest¹:

Interest will be payable on the unpaid principal amount of all Loans at a rate per annum equal to, at the option of Borrower, (a) the Base Rate (as defined below) plus the Applicable Margin (as defined below), payable monthly in arrears, or (b) so long as no event of default then exists, a per annum rate equal to the Eurodollar Rate (as defined below) plus the Applicable Margin, payable at the end of the relevant interest period, but in any event, at least quarterly.

"Base Rate" means a floating rate of interest per annum equal to the higher of the rate publicly quoted from time to time by The Wall Street Journal as the "base rate on corporate loans posted by at least 75% of the nation's 30 largest banks" or the federal funds rate plus [REDACTED]. "Eurodollar Rate" means, for each interest period, the offered rate for deposits in U.S. dollars in the London interbank market for the relevant interest period which is published by the British Bankers' Association, and currently appears on Reuters Screen LIBOR01 Page, as of 11:00 a.m. (London time) on the day which is 2 business days prior to the first day of such interest period adjusted for reserve requirements. When selecting the Eurodollar Rate option, Borrower will be entitled to choose 1, 2 or 3 month interest periods.

All interest will be calculated based on a 360-day year (or, in the case of Base Rate Loans calculated by reference to the prime rate, a 365/366-day year) and actual days elapsed; provided, that at no time shall the Base Rate be deemed to be below [REDACTED] as it relates to the LIFO Tranche of the Revolving Credit Facility and [REDACTED] as it relates to the FILO Tranche of the Revolving Credit Facility.

¹ Interest rates have been redacted as syndication process is on-going.

The Exit Financing Documentation will set forth appropriate detail describing the exact method of calculation and relevant reserve requirements for the interest rates referred to above as well as Eurodollar Rate breakage provisions, Eurodollar Rate borrowing mechanics and other Eurodollar Rate definitions; provided, that, at no time shall the Eurodollar Rate be deemed to be below [REDACTED] as it relates to the LIFO Tranche of the Revolving Credit Facility and [REDACTED] as it relates to the FILO Tranche of the Revolving Credit Facility.

The "Applicable Margin" (on a per annum basis) means:

with respect to Loans under the LIFO Tranche of the Revolving Credit Facility, [REDACTED] per annum, in the case of Base Rate Loans, and [REDACTED] per annum, in the case of Eurodollar Rate Loans; and with respect to Loans under the FILO Tranche of the Revolving Credit Facility, [REDACTED] per annum, in the case of Base Rate Loans, and [REDACTED] per annum, in the case of Eurodollar Rate Loans.

Default Rate:

From and after the occurrence of a payment event of default, or at the election of Agent or the Required Lenders, any other event of default, all amounts under the Exit Financing Documentation shall bear interest at the applicable interest rate (including those obligations which are determined by reference to the rate applicable to any other obligation) plus 2% per annum and the Letter of Credit Fee (as defined below) shall be increased by 2% per annum.

Fees:

In addition to the fees payable to GE Capital as specified in the Exit Fee Letter, Borrower shall pay the following fees:

The FILO Tranche of the Revolving Credit Facility will be issued with original issue discount at a price equal to [REDACTED] of the maximum amount of the FILO Tranche.

In the event of any prepayment or reduction of the FILO Tranche of the Revolving Credit Facility, a prepayment fee in an amount equal to, in year one, [REDACTED], in year two, [REDACTED], and in year three, [REDACTED], of the amount prepaid or reduced. No prepayment fee would be required in the event of a prepayment or reduction of the FILO Tranche of the Revolving Credit Facility after the third anniversary of the Closing Date, other than in connection with a change in control in which event a prepayment fee of [REDACTED] shall apply.

A fee of [REDACTED] per annum of the average daily balance of the unused portion of the LIFO Tranche of the Revolving Credit Facility will be payable monthly in arrears (the "Commitment Fee").

A Letter of Credit fee (the "Letter of Credit Fee") will be payable on the average daily undrawn face amount of all outstanding Letters of Credit at a rate per annum equal to the Applicable Margin for Loans under the Exit Financing bearing interest based on the Eurodollar Rate. Such fee will be due and payable monthly in arrears. Borrower shall also pay certain fees, documentary and processing charges to each issuer of Letters of Credit as separately agreed with such issuer or in accordance with such issuer's standard schedule at the time of determination thereof.

All fees will be calculated based on a 360-day year and actual days elapsed.

***Prepayments and Commitment
Reductions:***

Borrower shall make the following mandatory prepayments (subject to certain basket amounts and exceptions to be negotiated in the Exit Financing Documentation):

(a) Debt Issuances. Subject to the terms of the Revolver-Term Intercreditor Agreement (as hereinafter defined), prepayments in an amount equal to 100% of the net cash proceeds of issuances or incurrences of any debt obligations of Holdings, Borrower and its subsidiaries.

(b) Asset Sales. Prepayments in an amount equal to 100% of the net cash proceeds of the sale or other disposition of: (i) any Revolving Priority Collateral (including insurance and condemnation proceeds) outside of sales of inventory in the ordinary course of business; and (ii) following the repayment in full of the obligations under the New Term Loan Facilities (as hereinafter defined), any Term Loan Priority Collateral (including insurance and condemnation proceeds) outside of the ordinary course of business with reinvestment rights to be agreed.

In addition, (x) at any time that the aggregate principal amount of the outstanding loans and letters of credit under the LIFO Tranche exceeds the LIFO Tranche Borrowing Base then in effect, then the loans thereunder shall be immediately repaid or, if no such loans are outstanding, letters of credit shall be cash collateralized at 105% of the face amount thereof, in each case in the full amount of such excess, and (y) at any time that the aggregate principal amount of the outstanding loans under the FILO Tranche exceeds the FILO Tranche Borrowing Base then in effect, then a reserve shall immediately be established against the LIFO Tranche of the Revolving Credit Facility in the full amount of such excess.

The documentation for the New Term Loan Facilities (as hereinafter defined) may require prepayments from excess cash

flow (to be defined in a mutually acceptable manner) of up to 75%; provided, that at the time of any such excess cash flow prepayment and pro forma for the making of any such excess cash flow prepayment, (i) there shall exist borrowing availability under the LIFO Tranche of the Revolving Credit Facility of not less than \$25 million, (ii) there shall be average daily borrowing availability under the LIFO Tranche of the Revolving Credit Facility for each day in the 90 day period immediately preceding any such excess cash flow prepayment of not less than \$25 million, and (iii) there shall be projected average daily borrowing availability under the LIFO Tranche of the Revolving Credit Facility for each day in the 90 day period immediately following any such excess cash flow prepayment of not less than \$25 million.

Mandatory prepayments will be applied first, to the outstanding principal balance of the swing line loans, second, to the outstanding principal balance of the LIFO Tranche of the Revolving Credit Facility, which shall not effect any permanent reduction to the LIFO Tranche of the Revolving Credit Facility, third, to cash collateralize Letters of Credit issued under the LIFO Tranche of the Revolving Credit Facility at 105%, and fourth, to the outstanding principal balance of the FILO Tranche of the Revolving Credit Facility, which shall effect a permanent reduction of the FILO Tranche of the Revolving Credit Facility.

Mandatory prepayments shall be accompanied by (A) accrued interest on the amount prepaid to the date of prepayment, (B) any breakage costs in connection with any prepayments of Eurodollar Rate Loans, and (C) any prepayment fees in connection with any prepayment of the FILO Tranche of the Revolving Credit Facility.

Voluntary prepayments and voluntary reductions of the unutilized portion of the commitments under the LIFO Tranche of the Revolving Credit Facility will be permitted at any time provided that such voluntary prepayments are accompanied by (A) accrued interest on the amount prepaid to the date of prepayment, and (B) any breakage costs in connection with any voluntary prepayments of Eurodollar Rate Loans.

Following the first anniversary of the Closing Date, voluntary prepayments and corresponding reductions of the FILO Tranche of the Revolving Credit Facility will be permitted if, and only if: (x) (i) pro forma for the making of any such prepayment borrowing availability under the LIFO Tranche of the Revolving Credit Facility is at least \$50,000,000 on the date of making such prepayment and for each of the preceding ninety (90) days and (ii) pro forma for the making of any such prepayment borrowing availability under the LIFO Tranche of

the Revolving Credit Facility is projected to be at least \$50,000,000 for each of the succeeding ninety (90) days; and (y) the fixed charge coverage ratio, including pro forma for the making of any such prepayment, is at least an amount to be mutually agreed by the Borrower and the Agent.

Collateral:

All obligations of Borrower under the Exit Financing and under any interest rate protection or other hedging arrangements entered into with or supported by a Lender (or any affiliate of a Lender) and of the Guarantors under the guarantees will be secured by perfected liens and security interests in all existing and after acquired tangible and intangible personal and real property and assets (including, without limitation, accounts receivable, inventory, general intangibles (including intellectual property), equipment, intercompany notes, cash, deposit accounts, rights, claims and causes of action and all proceeds of the foregoing) of Borrower and each Guarantor, including, without limitation, 100% (or, in the case of first tier Excluded Foreign Subsidiaries, 66%) of the outstanding equity interests (the "Pledged Stock") in their subsidiaries that are not Excluded Foreign Subsidiaries (the "Collateral"). All intercompany notes will be subordinated to the payment of the obligations under the Exit Financing and the New Term Loan Facilities (as hereinafter defined).

The Exit Financing shall be secured by perfected first-priority security interests in the Revolving Priority Collateral (as hereinafter defined), such first-priority interests being prior to the security interests securing the New Term Loan Facilities.

The Exit Financing will also be secured by perfected second-priority security interests in, and mortgages on, the Term Loan Priority Collateral (as hereinafter defined), such interests and mortgages being second only to the security interests securing the New Term Loan Facilities.

The Revolving Priority Collateral will be free and clear of other liens, claims, and encumbrances, except second-priority liens securing the New Term Loan Facilities, and third-priority liens securing the New Second Lien Notes (as hereinafter defined).

The Term Loan Priority Collateral will be free and clear of other liens, claims and encumbrances, except liens securing the New Term Loan Facilities, second-priority liens securing the Exit Financing, and third-priority liens securing the New Second Lien Notes.

As used herein, the following terms shall have the following meanings: (i) "Revolving Priority Collateral" shall mean all accounts receivable, inventory, maintenance parts, cash,

deposit accounts, chattel paper relating to the foregoing, instruments relating to the foregoing, documents relating to the foregoing, supporting obligations relating to the foregoing, books and records relating to the foregoing, letters of credit and letter of credit rights relating to the foregoing, rights, claims and causes of action relating to the foregoing, insurance relating to the foregoing and all proceeds of the foregoing; (ii) "Term Loan Priority Collateral" shall mean the Collateral other than the Revolving Priority Collateral; (iii) "New Term Loan Facilities" shall have the meaning given to such term in the Restructuring Agreement; and (iv) "New Second Lien Notes" shall have the meaning given to such term in the Restructuring Agreement.

"Excluded Foreign Subsidiary" means any non-U.S. subsidiary of Borrower (a) for which the failure to include such subsidiary as "Excluded Foreign Subsidiary" hereunder would result in materially adverse tax consequences to Borrower, the Guarantors and their subsidiaries (including such subsidiary), taken as a whole, and (b) that has not guaranteed or pledged any of its assets or suffered a pledge of more than 66% of its stock, with substantially similar tax consequences, to secure, directly or indirectly, any indebtedness (other than under the Exit Financing) of Borrower or any Guarantor (excluding such subsidiary).

Proceeds of any and all Collateral shall be applied: (i) first, to fees, costs and expenses of the Agent, (ii) second, to the swing line loans, (iii) third, to the LIFO Tranche of the Revolving Credit Facility, (iv) fourth, to all other obligations under the Exit Financing other than the FILO Tranche, and (v) fifth, to the FILO Tranche of the Revolving Credit Facility. In addition, except as expressly permitted in the last paragraph set forth under the heading "Prepayments and Commitment Reductions" above, in no event shall the FILO Tranche be repaid prior to the repayment in full in cash of the LIFO Tranche and all other non-FILO Tranche obligations under the Exit Financing.

Conditions Precedent to Closing:

As set forth in this Exit Term Sheet or in the Exit Commitment Letter under the heading "Conditions to Closing" and in Schedule I hereto and such other conditions precedent as may be usual and customary for transactions of this kind or required by the Agent (the date upon which all such conditions precedent shall be satisfied and the initial funding under the Exit Financing shall take place, the "Closing Date").

Conditions Precedent to each Extension of Credit under the Exit Financing:

All of the representations and warranties in the Exit Financing Documentation shall be true and correct in all respects on the

Closing Date, and thereafter, in all material respects; no default or event of default shall be continuing; and delivery of any relevant borrowing notices or letter of credit requests and any other documents or information reasonably requested by Agent.

Representations and Warranties:

The Exit Financing Documentation will contain such representations and warranties applicable to the Group Members as are usual and customary for facilities of this kind (with customary exceptions and qualifications to be agreed upon), or as may be required by the Agent, including the following:

Valid existence; compliance with law; power to execute; authorization; execution and enforceability of the Exit Financing Documentation and certain related documents (and accuracy of representations and warranties thereunder, status of obligations under the Exit Financing as "senior debt" and no conflict thereof with material agreements or applicable law); ownership of the Group Members; accuracy of financial statements; absence of material adverse effect; solvency; absence of material litigation; taxes; compliance with margin regulations; absence of burdensome restrictions and defaults; inapplicability of Investment Company Act; insurance; labor matters; ERISA; environmental matters; necessary rights to intellectual property; title to and ownership of Collateral; and accuracy of all information provided.

Affirmative Covenants:

The Exit Financing Documentation shall contain such affirmative covenants applicable to the Group Members as are usual and customary for facilities of this kind (with customary qualifications to be agreed upon) or as may be required by the Agent, including the following:

Preservation of corporate existence; compliance with laws (including environmental laws); payment of taxes and other claims resulting in liens; maintenance of properties, permits, insurance and books and records; access to books and records and visitation rights; use of proceeds; establishment of cash management procedures and entry into cash management agreements providing for springing cash dominion which shall be triggered by (i) a default or event of default or (ii) borrowing availability under the LIFO Tranche of the Revolving Credit Facility being less than \$22.5 million at any time, in each case acceptable to Agent; further assurances (including provision of additional collateral and guaranties consistent with the paragraph above entitled "Collateral" and use of commercially reasonable efforts to deliver landlord, mortgagee and bailee waivers).

Financial Performance Covenant: Immediately upon borrowing availability under the LIFO Tranche of the Revolving Credit Facility being less than \$22.5 million at any time, the following financial performance covenant (the "Financial Performance Covenant") shall be applicable, being tested based as of the most recent quarter end and quarterly thereafter:

minimum fixed charge coverage ratio.

Covenant levels to be established as mutually agreed between Borrower and Agent.

Provided, however, that the Financial Performance Covenant shall cease to be applicable (i) after it shall have been in effect at least six (6) months and (ii) if, and only if, borrowing availability under the LIFO Tranche of the Revolving Credit Facility shall be equal to or more than \$30 million on each day for a period of at least three (3) consecutive months; provided, further, that should the Financial Performance Covenant cease to be applicable pursuant to the immediately preceding proviso, immediately thereafter upon borrowing availability under the LIFO Tranche of the Revolving Credit Facility being less than \$22.5 million at any time the Financial Performance Covenant shall be applicable, being tested as of the most recent quarter end and quarterly thereafter.

Reporting Requirements:

The Exit Financing Documentation shall contain such financial and other reporting requirements applicable to the Group Members as are usual and customary for financings of this kind, and such other financial and reporting requirements deemed by Agent to be appropriate for the Emergence Transactions, including, without limitation, the following:

Delivery of monthly and quarterly financial statements and of annual audited financial statements; delivery of management letters; delivery of projections and annual business plan; delivery of borrowing base certificates for both the LIFO Tranche and the FILO Tranche at least weekly; annual insurance reports; quarterly schedules of intercompany loan balances; copies of certain reports sent to other parties and with respect to defaults, mandatory prepayment events, litigation, taxes, labor matters, ERISA and environmental events and other information.

Negative Covenants:

The Exit Financing Documentation shall contain such negative covenants applicable to the Group Members as are usual and customary for facilities of this kind (with exceptions and baskets to be mutually agreed upon) or as may be required by the Agent, including the following:

Limitations on indebtedness (including guaranties and speculative hedging transactions), liens, investments (including loans), asset dispositions (including sale and leaseback transactions), restricted payments (including dividends, redemptions and repurchases with respect to capital stock, cancellation of debt) and prepayments of indebtedness (including redemptions and repurchases); fundamental corporate changes (including mergers, consolidations, acquisitions, joint ventures or creation of subsidiaries); changes in nature of business; transactions with affiliates; third-party restrictions on indebtedness, liens, investments or restricted payments; modification of constituent documents and certain other agreements; changes in accounting treatment, reporting practices or fiscal year; activities of Holdings; compliance with margin regulations and ERISA and environmental laws; and capital expenditures.

Events of Default:

The Exit Financing Documentation shall contain such events of default (the occurrence of any one or more of which shall allow Agent and Lenders to terminate the Exit Financing) applicable to the Group Members as are usual and customary for facilities of this kind (with certain customary grace periods and thresholds to be agreed upon) or as may be required by the Agent, including the following:

Failure to pay principal, interest or any other amount when due; representations and warranties incorrect in any material respect when made or deemed made; failure to comply with covenants in the Exit Financing Documentation; cross-default to other indebtedness; failure to satisfy or stay execution of judgments; actual or asserted invalidity or impairment of any part of the Exit Financing Documentation; and change of ownership or control (e.g.: the acquisition by a third party (other than permitted holders as mutually agreed in the Exit Financing Documentation), directly or indirectly, of more than 30% of the voting stock of or economic equity interests in Holdings (unless a permitted holder has more than the percentage held by such third party) or the failure of Holdings to own 100% of the Borrower or the failure of Borrower to own 100% of any of its material domestic subsidiaries).

Voting Provisions:

Lenders holding more than 50% of total commitments and/or Loans under the Revolving Credit Facility (and, in any event, at least two (2) Lenders) with certain customary amendments and waivers requiring the vote of supermajority Lenders or all affected Lenders. In addition, GECM and Agent shall have the right, in their discretion, to provide such class voting rights to the holders of the FILO Tranche of the Revolving Credit Facility as GECM and Agent shall determine.

Miscellaneous:

The Exit Financing Documentation will include (a) standard yield protection provisions (including, without limitation, provisions relating to compliance with risk-based capital guidelines, increased costs, withholding taxes, illegality and Eurodollar Rate breakage costs), (b) a waiver of consequential and punitive damages and right to a jury trial, (c) customary agency, set-off and sharing language, (d) a provision requiring the classification in any bankruptcy plan of all claims on account of the Exit Financing in a single class, and (e) other provisions as are usual and customary for facilities of this kind (including indemnity and expense reimbursement provisions).

Assignments and Participations:

Lenders will be permitted to make assignments in a minimum amount of \$5 million of the Revolving Credit Facility (unless such assignment is of a Lender's entire interest in the applicable tranche of the Exit Financing) to other financial institutions acceptable to Agent and, so long as no event of default has occurred and is continuing, Borrower, which acceptances shall not be unreasonably withheld or delayed; provided however, that the approval of Borrower shall not be required in connection with assignments to other Lenders (or to affiliates or approved funds of Lenders). All assignments of a Lender's interest in the Exit Financing will be made via an electronic settlement system designated by Agent. An assignment fee of \$3,500 shall be payable to Agent upon the effectiveness of any such assignment.

Governing Law and Submission to Jurisdiction:

New York

SCHEDULE I
to
Summary of Terms

Conditions to Closing

The availability of the Exit Financing, in addition to the conditions set forth in the Exit Commitment Letter and the body of the Exit Term Sheet, shall be subject to the satisfaction of the following additional conditions:

1. Equity and Debt Structure. The contemplated equity and debt structure of Holdings, the Borrower and its subsidiaries, including, both before and after giving effect to other Emergence Transactions, shall be in form and substance satisfactory to the Agent (it being agreed that the equity and debt structure contemplated in the Plan (as defined in the Prepackaged DIP Commitment Letter) is satisfactory to the Agent in form and substance). The terms and conditions of and documentation for such equity and debt shall be reasonably satisfactory to Agent.

2. Intercreditor Agreements. The following intercreditor agreements, each in form and substance acceptable to Agent, shall have been entered into: (a) an intercreditor agreement, including, without limitation, with respect to usage and access rights, with the agent and lenders party to the New Term Loan Facilities (as defined in the Restructuring Agreement) (the "Revolver-Term Intercreditor Agreement"); and (b) an intercreditor agreement with the holders of the New Second-Lien Notes (as defined in the Restructuring Agreement) which shall in all events be on terms and conditions that do not increase, enhance or otherwise improve the intercreditor rights currently available to the holders of the Vertis Second Lien Notes.

3. Collateral Due Diligence. The Agent shall have received and be satisfied with the results of (i) inventory appraisals, with respect to both Borrower and the Acquired Business, prepared by an appraiser retained by the Agent at Borrower's expense and (ii) a field examination, with respect to both Borrower and the Acquired Business, conducted by the Agent and/or its representatives at Borrower's expense of the Borrower's and its subsidiaries', businesses, financial conditions, operations and assets.

4. Absence of Litigation. There shall not exist any action, suit, investigation, litigation or proceeding pending or threatened in any court or before any arbitrator or governmental authority that has or could reasonably be expected to have a material adverse effect on Holdings, Borrower, and their respective subsidiaries, taken as a whole, the Emergence Transactions or any of the other transactions contemplated hereby.

5. No Material Adverse Effect. Since December 31, 2007, and except as otherwise disclosed, there have been no events, circumstances, developments or other changes in facts that would, in the aggregate, have a Material Adverse Effect. "Material Adverse Effect" means an effect that results in or causes, or could reasonably be expected to result in or cause, a material adverse change in any of (a) the condition (financial or otherwise), business, performance, operations or property of Holdings, Borrower, and their respective subsidiaries, taken as a whole; (b) the ability of Borrower or any Guarantor to perform their respective obligations under the Exit Financing Documentation; and (c) the validity or enforceability of

any of the Exit Financing Documentation or the rights and remedies of Agent, the Lenders and the other secured parties under the Exit Financing Documentation.

6. Receipt of Historical Financial Statements. Agent shall have received and be satisfied with, to the extent available, interim unaudited monthly financial statements of Holdings and its subsidiaries, including Borrower, for each month ending after April 30, 2008.

7. Receipt of Pro Forma Financial Statements and Business Plan. Agent shall have received and be satisfied with (a) a pro forma estimated balance sheet of Holdings and its subsidiaries, including Borrower, at the Closing Date and after giving effect to the Emergence Transactions; (b) Borrower's business plan which shall include a financial forecast and borrowing base utilization and availability forecast on a monthly basis through December 31, 2009 and on an annual basis thereafter through December 31, 2012 prepared by Borrower's management; and (c) to the extent available, Borrower's post-Effective Date plan for executive and management incentive and bonus compensation.

8. Outstanding Debts and Liens. Agent shall be satisfied that: (a) all outstanding non-contingent obligations under the Borrower's existing Debtor-In-Possession Credit Facility shall have been repaid in full in cash and the Debtor-In-Possession Credit Facility shall have been terminated; (b) Holdings', Borrower's, and their respective subsidiaries' existing debts and liens do not exceed an amount to be mutually agreed; and (c) there shall not occur as a result of, and after giving effect to, the consummation of the Emergence Transactions and the funding of the Exit Financing, a default (or any event which with the giving or notice or the lapse of time or both will be a default) under any of Holdings', Borrower's, and their respective subsidiaries' debt instruments or other material agreements.

9. Other Customary Conditions. Other customary closing conditions, including, without limitation, relating to delivery of satisfactory legal opinions of counsel to the Group Members, no conflict with applicable law or other material agreements, evidence of corporate authority, copy of organizational documents, satisfactory corporate structure, insurance reasonably satisfactory to Agent (and receipt of additional insured and loss payee insurance certificates) and payment of all fees and expenses then due and owing.

10. Evidence of Solvency. Agent shall be satisfied, based on financial statements (actual and pro forma), projections and other evidence provided by Borrower, or requested by Agent including, without limitation, a certificate of the Chief Financial Officer of Borrower, that Borrower and Borrower and each of the Guarantors, taken as a whole, after incurring the indebtedness contemplated by the Exit Financing, will be solvent, able to will satisfy its obligations as they mature and adequately capitalized.

11. Cash Management. Borrower and each Guarantor shall maintain a cash management system acceptable to Agent.

12. Revolving Credit Facility. On the Closing Date, no more than \$175 million (including issued Letters of Credit and including the borrowing of the full amount of the \$25 million FILO Tranche) will be drawn under the Revolving Credit Facility and Borrower shall have at least \$45 million of unused availability under the LIFO Tranche of the Revolving Credit Facility.

13. Additional Bankruptcy Conditions. The Borrower shall have (a) no later than July 11, 2008, obtained the Noteholder Acceptances (as hereinafter defined), and (b) no later than July 16, 2008, commenced the Prepackaged Chapter 11 Cases in a Bankruptcy Court (as defined in the Prepackaged DIP Commitment Letter) jurisdiction acceptable to Agent (it being understood that the District of Delaware is acceptable to Agent) as "prepackaged" chapter 11 cases. In addition, Borrower and Guarantors shall have on the petition date of the Prepackaged Chapter 11 Cases (or thereafter to the extent that the Agent so consents

in writing) filed (X) their Joint Prepackaged Plans of Reorganization (the "Plan") in substantially the form solicited pursuant to the Disclosure Statement relating to the Joint Prepackaged Plan of Reorganization of Vertis Holdings, Inc. et al. under Chapter 11 of the Bankruptcy Code and the Joint Prepackaged Plan of Reorganization of ACG Holdings, Inc. (the "Disclosure Statement"); (Y) the Disclosure Statement; and (Z) a certification, in form and substance reasonably acceptable to Agent, to the Bankruptcy Court that Borrower and Guarantors conducted a solicitation (the "Noteholder Solicitation") from the holders of the Vertis Second Lien Notes, the Vertis Senior Notes, the Vertis Senior Subordinated Notes and the Vertis Holdings Mezzanine Notes of such holders' acceptance of the Plan in accordance with applicable law and applicable rules and that the Borrower and the Guarantors received the acceptances (the "Noteholder Acceptances") by the holders of the Vertis Second Lien Notes, the Vertis Senior Notes, the Vertis Senior Subordinated Notes and the Vertis Holdings Mezzanine Notes, on or before July 11, 2008, of the Plan by sufficient numbers and amount to constitute the acceptance of the Plan by each class of creditors composed, whether in whole or in part, of any such holders under the Plan, all in accordance with the provisions of section 1126(c) of the Bankruptcy Code. No later than July 18, 2008, the Borrower shall have obtained from the Bankruptcy Court an order, in form and substance acceptable to Agent, scheduling the hearing to consider confirmation of the Plan to take place no later than the deadline for the confirmation of the Plan set forth in Section 8.04(d) of the Restructuring Agreement (as such deadline may be and actually is extended pursuant to the terms and conditions thereof) (the "Confirmation Deadline").

14. Exit Financing. No later than August 19, 2008, Borrower and Guarantors shall have obtained an order (the "Exit Facility Order"), 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 (including indemnification rights of Lenders) 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.

15. Effective Date of Plan. No later than the Confirmation Deadline, Borrower and Guarantors shall have obtained from the Bankruptcy Court an order (the "Confirmation Order"), in form and substance acceptable to Agent, confirming the Plan (as defined in the Prepackaged DIP Commitment Letter) and approving the consummation of the Restructuring Transactions on the effective date of the Plan (the "Effective Date"). As of the Effective Date, the Confirmation Order shall not be subject to a stay or injunction (or similar prohibition) in effect with respect thereto. The Effective Date shall occur no later than the deadline for the effective date of the Plan set forth in Section 8.04(e) of the Restructuring Agreement (as such deadline may be and actually is extended pursuant to the terms and conditions thereof) and shall be conditioned, in any event, upon, *inter alia*, payment in full in cash of all obligations under the DIP Credit Facility (as defined in the Prepackaged DIP Commitment Letter).

16. Bankruptcy Court Orders. The entry of all orders described or referred to herein or in the body of the Exit Term Sheet or in the Prepackaged DIP Commitment Letter shall have been upon proper notice as may be required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and any applicable bankruptcy rules.

17. Restructuring Term Sheet. Each term and condition set forth in the Vertis Holdings, Inc., et al., ACG Holdings, Inc., et al. Restructuring Term Sheet, dated May 22, 2008 (the "Restructuring Term Sheet"), shall have been complied with and/or satisfied in all material respects in each case to the reasonable satisfaction of Agent and with such exceptions as may be acceptable to Agent.

18. Merger Agreement. The Merger Agreement shall have been consummated on terms and conditions reasonably acceptable to Agent.