

PREPARED BY, RECORDING REQUESTED  
BY AND WHEN RECORDED MAIL TO:

Latham & Watkins LLP  
885 Third Avenue  
New York, New York 10022-4802  
Attn: J. Spencer Bloom, Esq.

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5/5/2014 11:41:00 AM \$26.00  
Book - 10228 Pg - 5107-5114  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 8 P.

[SPACE ABOVE LINE FOR RECORDER'S USE ONLY]

**SECOND MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

This **SECOND MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING** (this "**Modification Agreement**") is made as of May 2, 2014 by and from **HARLAND CLARKE CORP.**, a Delaware corporation, with an address at 10931 Laureate Drive, San Antonio, TX 78249 ("**Grantor**"), in favor of **FIRST AMERICAN TITLE INSURANCE COMPANY**, with an address at 215 South State Street, Ste 380, Salt Lake City, UT 84111, as trustee (together with its successors and assigns in such capacity, "**Trustee**"), for the benefit of **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, with an address at Eleven Madison Avenue, New York, New York 10010, as administrative agent and collateral agent under the Credit Agreement (as hereinafter defined) (in such capacities, and together with its permitted successors and assigns, "**Beneficiary**"). Capitalized terms used in this Modification Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below).

WITNESSETH:

**WHEREAS**, Harland Clarke Holdings Corp., a Delaware corporation (the "**Borrower**"), each Subsidiary Guarantor of the Borrower from time to time party thereto (including Grantor), the lenders from time to time party thereto (the "**Lenders**"), and Beneficiary, as administrative agent and collateral agent for the Lenders thereunder (in such capacities, together with its successors and assigns in such capacities, the "**Agent**") entered into that certain Credit Agreement dated April 4, 2007, as amended by the First Amendment dated as of May 4, 2007, the Amendment Agreement dated as of May 10, 2012, and the New Facility Joinder Agreement dated as of April 26, 2013 (collectively, the "**Original Credit Agreement**");

**WHEREAS**, in order to secure the Obligations under the Original Credit Agreement and each of the other Loan Documents, John H. Harland Company, as predecessor in interest to Grantor, executed and delivered to Trustee, for the benefit of Beneficiary, as Agent, that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of May 1, 2007 and recorded as Entry No. 10087501 in Book 9459 at Page 3319 in the Salt Lake County Recorder's Office (the "**Register**"), which was amended by that certain Modification of

Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of July 25, 2013 and recorded as Entry No. 11695256 in Book 10164 at Page 5243 in the Register (collectively, the "**Original Deed of Trust**"), which covers all of Grantor's right, title and interest in and to certain land, buildings and improvements, and collateral as more particularly described therein affecting or relating to the real property more particularly described on **Exhibit "A"** attached hereto;

**WHEREAS**, pursuant to the Agreement and Plan of Merger (the "**Merger Agreement**") dated as of December 17, 2013, by and among the Borrower, V Acquisition Sub, Inc. and Valassis Communications, Inc., a Delaware corporation ("**Valassis**"), the Borrower acquired Valassis;

**WHEREAS**, in connection with the transactions contemplated by the Merger Agreement, the Borrower, CA Acquisition Holdings, Inc., the other Loan Parties, the Lenders party thereto, the Agent and each Tranche B-4 Lender (as defined therein) entered into the Third Amendment and Incremental Joinder Agreement and Amendment to Guarantee and Collateral Agreement dated as of February 4, 2014 (the "**Third Amendment**"; the Original Credit Agreement, as amended by the Third Amendment and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which each Tranche B-4 Lender agreed to provide the Tranche B-4 Term Loan Commitment and to make certain Tranche B-4 Term Loans in respect thereof to the Borrower in an aggregate principal amount up to \$600,000,000.00 (the "**New Tranche B-4 Term Loans**");

**WHEREAS**, pursuant to that certain Indenture dated as of July 24, 2012 and that certain Indenture dated February 4, 2014 (each as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, collectively, the "**Secured Indentures**"), each by and among the Borrower, the guarantors and co-issuers party thereto from time to time and Wells Fargo Bank, National Association, as trustee (in such capacity and together with its successors in such capacity, the "**Notes Trustee**"), the Borrower issued (i) 9.75% Senior Secured Notes due 2018 in an aggregate principal amount of Two Hundred Eighty-Five Million Dollars (\$285,000,000) (as the same may be amended, supplemented, modified or restated from time to time, including any notes issued in replacement thereof, the "**Initial Notes**") and (ii) 6.8750% Senior Secured Notes due 2020 in an aggregate principal amount of Two Hundred Seventy-Five Million Dollars (\$275,000,000) (as the same may be amended, supplemented, modified or restated from time to time, including any notes issued in replacement thereof, the "**Additional Notes**," and together with the Initial Notes, collectively, the "**Notes**");

**WHEREAS**, in connection with the issuance of the Initial Notes, the Borrower, the guarantors party thereto, Wells Fargo Bank, National Association, as collateral trustee (together with its successors and assigns in such capacity, the "**Collateral Trustee**"), the Notes Trustee and the Agent (as Credit Agreement Collateral Agent) entered into that certain Collateral Trust Agreement, dated as of July 24, 2012 (as may have been amended prior to the date hereof and may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Collateral Trust Agreement**"), pursuant to which the Notes and the related guarantees were to be secured by liens on an equal and ratable basis with the liens securing all Credit Agreement Obligations (as defined in the Collateral Trust Agreement);

**WHEREAS**, the New Tranche B-4 Term Loans constitute Credit Agreement Obligations subject to the terms of the Collateral Trust Agreement;

**WHEREAS**, subject to and in accordance with the foregoing, Grantor and Beneficiary desire to further modify the Original Deed of Trust pursuant to the terms of this Modification Agreement to give notice that the Original Deed of Trust, as modified hereby (collectively, the “**Deed of Trust**”), secures, among other things, all of Grantor’s Credit Agreement Obligations, including with respect to the New Tranche B-4 Term Loans, and to confirm that the Original Deed of Trust remains in full force and effect, as modified by this Modification Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the payment of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree and give notice as follows:

1. All of the foregoing recitals are acknowledged by Grantor as being true and correct and shall be deemed incorporated by reference herein. Grantor hereby acknowledges and agrees that the Original Deed of Trust, as modified hereby, secures, among other things, all of Grantor’s Credit Agreement Obligations, as set forth in paragraph 2 below.

2. From and after the date hereof, all references in the Original Deed of Trust to the “Credit Agreement” shall mean the Original Credit Agreement as amended pursuant to the Third Amendment. From and after the date hereof, all references in the Original Deed of Trust to the “Loans” shall mean the Loans as described in the Original Credit Agreement as amended pursuant to the Third Amendment and including the New Tranche B-4 Term Loans. From and after the date hereof, all references in the Original Deed of Trust to the “Obligations” shall include all of Grantor’s Credit Agreement Obligations as described in the Collateral Trust Agreement.

3. The Deed of Trust cannot be further altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the parties hereto or their respective successors or assigns. To the fullest extent permitted by applicable law, any future amendment or modification of the Loan Documents (as defined in the Deed of Trust) may or may not be recorded; all holders of any interest or claim that affects all or any portion of the Mortgaged Property (as defined in the Deed of Trust) or any estate or interest therein, which interest or claim is recorded after the date the Deed of Trust was originally recorded or that is otherwise or is intended to be junior and subordinate to the lien of the Deed of Trust (collectively, “**Junior Lien Claimants**”), are hereby placed on notice of the possibility that the Loan Documents or the obligations that the Deed of Trust secures may be amended but any such amendment may or may not be placed of record; any such amendment shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of the Deed of Trust or constituting a novation; Junior Lien Claimants should not assume they will be notified of any amendment of the Loan Documents or of any of Grantor’s Obligations that occur before or after the recording of their lien; and by accepting their interest in the Mortgaged Property, Junior Lien Claimants shall be deemed to acknowledge and consent to the foregoing.

4. As modified herein, the terms of the Original Deed of Trust shall continue in full force and effect. Notwithstanding anything to the contrary contained in this Modification

Agreement, if at any time it is determined that the lien, validity or security of the Deed of Trust is impaired or subordinated as a result of the modifications contemplated hereby (the "Modifications"), then the Original Deed of Trust shall be construed as if such Modifications had never taken place and the original terms of the Original Deed of Trust as unmodified hereby shall continue in full force and effect and Trustee shall maintain all legal or equitable priorities for the benefit of Beneficiary which were in existence before the date of execution of this Modification Agreement. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Trustee for the benefit of Beneficiary over any party which were in existence before the date of execution of this Modification Agreement shall remain in effect after the execution of this Modification Agreement. Neither this Modification Agreement nor the transactions pursuant to the Third Amendment shall be deemed to constitute a novation or to extinguish any of the obligations secured by the Original Deed of Trust.

5. Grantor hereby represents and warrants to Beneficiary that the execution, delivery and performance by such Grantor of this Modification Agreement: (a) are duly authorized and do not require the consent or approval of any other party or governmental authority which has not been obtained; and (b) will not violate any law or result in the imposition of any lien, charge or encumbrance upon the assets of any such party, except as contemplated by this Modification Agreement or any of the other Loan Documents. This Modification Agreement constitutes the legal, valid and binding obligations of Grantor, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, or similar laws generally affecting the enforcement of creditors' rights.

6. Grantor hereby represents and warrants to Beneficiary that, as of the date hereof, (a) no Event of Default has occurred and is continuing, (b) no default will occur as a result of the execution, delivery and performance by such Grantor of this Modification Agreement or any of the other Loan Documents, (c) Grantor has not given any notice of any uncured default to Beneficiary, and (d) there are no legal proceedings commenced or threatened against Beneficiary by such Grantor.

7. Grantor hereby confirms and acknowledges that it has no existing offsets, defenses, claims, counterclaims, setoffs, or other basis for reduction of the amounts secured hereby under the Credit Agreement.

8. THIS MODIFICATION AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED BY THE LAWS OF THE STATE OF UTAH WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PRINCIPLES, EXCEPT THAT GRANTOR EXPRESSLY ACKNOWLEDGES THAT BY THEIR RESPECTIVE TERMS THE COLLATERAL TRUST PARITY LIEN DOCUMENTS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, AND FOR PURPOSES OF CONSISTENCY, GRANTOR AGREES THAT IN ANY IN PERSONAM PROCEEDING RELATED TO THIS MODIFICATION AGREEMENT THE RIGHTS OF THE PARTIES TO THIS MODIFICATION AGREEMENT SHALL ALSO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK GOVERNING CONTRACTS MADE AND TO BE PERFORMED IN THAT STATE,

WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

9. This Modification Agreement may be executed in any number of counterparts, and all such counterparts shall together constitute the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the day and year first above written:

**HARLAND CLARKE CORP.**, a Delaware corporation, as Grantor

By: [Signature]  
Name: Martin H. Wexler  
Title: Vice President and Treasurer

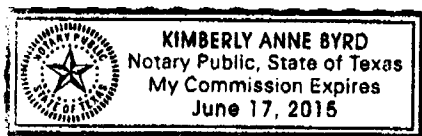
STATE OF Texas )  
COUNTY OF Bexar ) SS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2014, by Martin H. Wexler, as Vice President and Treasurer of **HARLAND CLARKE CORP.**, a Delaware corporation, on behalf of the corporation.

[SEAL]

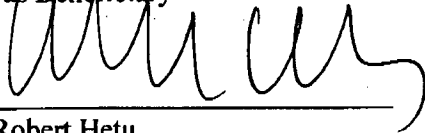
My Commission Expires:  
June 17, 2015

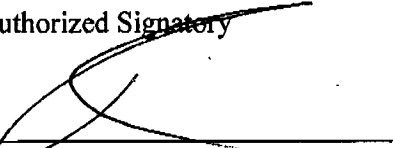
[Signature]  
Notary Public, State of Texas  
Kimberly Anne Byrd  
Printed Name of Notary Public



IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the day and year first above written:

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Beneficiary**


By:   
Name: Robert Hetu  
Title: Authorized Signatory

By:   
Name: Ryan Long  
Title: Authorized Signatory

STATE OF NEW YORK )  
                                  )     SS  
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2014, by Robert Hetu, as Authorized Signatory and Ryan Long, as Authorized Signatory of **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, the Cayman Islands Branch of a bank organized and existing under the laws of Switzerland, on behalf of the Cayman Islands Branch of the bank.

MARJORIE E. BULL  
Notary Public, State of New York  
No. 016U6055282  
[S E A L] Qualified in New York County  
Commission Expires February 20, 2015

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Marjorie E. Bull  
Printed Name of Notary Public

**EXHIBIT A**

**Description of the Premises**

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

**PARCEL 1:**

LOT 3, SALT LAKE INTERNATIONAL CENTER NO. 7, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

**PARCEL 2:**

A PARCEL OF LAND, THE EASTERN 341.43 FEET OF LOT 2, PLAT 7, SALT LAKE INTERNATIONAL CENTER, AN INDUSTRIAL SUBDIVISION LOCATED IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE SOUTH 0° 02' 00" EAST, 301.00 FEET; THENCE SOUTH 89° 58' 00" WEST, 341.43 FEET; THENCE NORTH 0° 02' 00" WEST 301.00 FEET; THENCE NORTH 89° 58' 00" EAST, 341.43 FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL 2 FOR ACCESS AS SET OUT IN THAT CERTAIN WARRANTY DEED RECORDED JULY 15, 1983, AS ENTRY NO. 3818936, IN BOOK 5475 AT PAGE 867 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2, SAID POINT BEING SOUTH 89° 58' 00" WEST 341.43 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2, PLAT 7; AND RUNNING THENCE SOUTH 0° 02' 00" EAST, 130.00 FEET; THENCE SOUTH 89° 58' 00" WEST, 15.00 FEET; THENCE NORTH 0° 02' 00" WEST, 130.00 FEET; THENCE NORTH 89° 58' 00" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

Said property is also known by the street address of:

Parcel No. 1: 4867 West Harold Gatty Drive, Salt Lake City, UT 84116

Parcel No. 2: 4883 West Harold Gatty Drive, Salt Lake City, UT 84116

Tax Parcel No(s): 07-36-229-002-0000  
07-26-229-004-0000