

08-18-1999



SHEET

8-13-99

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TO: The Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20503. Attach original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger Effective Date
Month Day Year
- ☐ Change of Name
- ☐ Other

Conveying Party*

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

5 27 1999

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☐ Association
- ☐ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒ Citizenship/State of Incorporation/Organization

08/17/1999 NTHA11 00000194 74716978

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01 FC:481
02 FC:482

40.00 OP
125.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

* see attached

REEL: 001944 FRAME: 0287

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Laurinda L. Hicks

Name of Person Signing

Laurinda L. Hicks

Signature

August 9, 1999

Date Signed

CONVEYING PARTIES:

VENTURE INDUSTRIES CORPORATION
VENTURE LEASING COMPANY
VENTURE MOLD & ENGINEERING CORPORATION
VENTURE SERVICE COMPANY
VENTURE HOLDINGS CORPORATION
VENTURE HOLDINGS COMPANY L.L.C.
VEMCO, INC.
VEMCO LEASING, INC.
VENTURE EUROPE, INC.
VENTURE EU CORPORATION
EXPERIENCE MANAGEMENT, L.L.C.

All organized under the laws of Michigan.

ALL PERSONAL PROPERTY AND FIXTURES
(U.S. VENTURE ENTITIES)

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of May 27, 1999 by and among VENTURE HOLDINGS TRUST, a grantor trust organized under the laws of Michigan, VENTURE INDUSTRIES CORPORATION, a Michigan corporation, VENTURE LEASING COMPANY, a Michigan corporation, VENTURE MOLD & ENGINEERING CORPORATION, a Michigan corporation, VENTURE SERVICE COMPANY, a Michigan corporation, VENTURE HOLDINGS CORPORATION, a Michigan corporation, VENTURE HOLDINGS COMPANY L.L.C., a Michigan limited liability company, VEMCO, INC., a Michigan corporation, VEMCO LEASING, INC., a Michigan corporation, VENTURE EUROPE, INC., a Michigan corporation, VENTURE EU CORPORATION, a Michigan corporation and EXPERIENCE MANAGEMENT, L.L.C., a Michigan limited liability company (collectively, the "Debtors", and individually, a "Debtor"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, in its capacity as administrative agent (the "Agent") for the lenders party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

Venture Holdings Trust, a grantor trust organized under the laws of Michigan (the "Borrower"), the Agent and the Lenders are entering into a Credit Agreement dated as of May 27, 1999 (as it may be amended or modified from time to time, the "Credit Agreement"). Each Debtor is entering into this Security Agreement (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement.

ACCORDINGLY, each Debtor and the Agent, on behalf of the Lenders, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in Michigan Uniform Commercial Code. Terms defined in the Michigan Uniform Commercial Code which are not otherwise defined in this Security Agreement are used herein as defined in the Michigan Uniform Commercial Code as in effect on the date hereof.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" means all rights to payment for goods sold or leased or services rendered by each Debtor, whether or not earned by performance, together with all security interests or other security held by or granted to such Debtor to secure such rights to payment.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" means any writing or group of writings which evidences both a monetary obligation and a security interest in or a lease of specific goods.

"Collateral" means all Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Investment Property, Instruments, Inventory, Pledged Deposits, Stock Rights and Other Collateral, wherever located, in which each Debtor now has or hereafter acquires any right or interest, and the proceeds, insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.

"Control" shall have the meaning set forth in Article 8 of the Michigan Uniform Commercial Code as in effect from time to time.

"Default" means an event described in Section 5.1.

"Documents" means all documents of title and goods evidenced thereby, including without limitation all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

"Equipment" means all equipment, machinery, furniture and goods used or usable by each Debtor in its business and all other tangible personal property (other than Inventory), and all accessions and additions thereto, including, without limitation, all Fixtures.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Fixtures" means all goods which become so related to particular real estate that an interest in such goods arises under any real estate law applicable thereto, including, without limitation, all trade fixtures.

"General Intangibles" means all intangible personal property (other than Accounts) including, without limitation, all contract rights, rights to receive payments of money, choses in action, causes of action, judgments, tax refunds and tax refund claims, patents, trademarks, trade names, copyrights, licenses, franchises, computer programs, software, goodwill, customer and supplier contracts, interests in general or limited partnerships, joint ventures or limited liability companies, reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interests in trusts, leasehold interests in real or personal property, rights to receive rentals of real or personal property and guarantee and indemnity claims.

"Investment Property" means a security, whether certificated or uncertificated; a security entitlement; a securities account; a commodity contract; or a commodity account (all as defined in the

Michigan Uniform Commercial Code as in effect from time to time).

"Instruments" means all negotiable instruments (as defined in §3-104 of the Michigan Uniform Commercial Code as in effect from time to time), certificated and uncertificated securities and any replacements therefor and Stock Rights related thereto, and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with any necessary indorsement or assignment, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, letters of credit, preferred and common stocks, options and warrants.

"Inventory" means all goods held for sale or lease, or furnished or to be furnished under contracts of service, or consumed in any Debtor's business, including without limitation raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, all such goods that have been returned to or repossessed by or on behalf of any Debtor, and all such goods released to any Debtor or to third parties under trust receipts or similar documents.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Other Collateral" means any property of any Debtor, other than real estate, not included within the defined terms Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Pledged Deposits and Stock Rights, including, without limitation, all cash on hand and all deposit accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of each Debtor other than real estate.

"Pledged Deposits" means all time deposits of money, whether or not evidenced by certificates, which any Debtor may from time to time designate in writing as Pledged Deposits, pledged to the Agent or to any Lender as security for any Obligation, and all rights to receive interest on said deposits.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means (x) prior to an acceleration of the obligations under the Credit Agreement, the Required Lenders and (y) after an acceleration of the obligations under the Credit Agreement, Lenders holding in the aggregate at least 51% of the total of (i) the unpaid principal amount of outstanding Advances and (ii) the aggregate net early termination payments then due and unpaid from any Borrower to the Lenders or any affiliate of any Lender under Rate Hedging Agreements, as determined by the Agent in its reasonable discretion.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" means any and all existing and future indebtedness, obligation and liability of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Agent or any of the

Lenders in connection with the documentation, administration, collection or enforcement thereof), of the Borrower or any Subsidiary (as defined in the Credit Agreement) to the Agent or any of the Lenders or any branch, subsidiary or affiliate thereof, howsoever and whensoever created, arising, evidenced or acquired pursuant to the Credit Agreement or any other Loan Document (as defined in the Credit Agreement), including, without limitation, those arising under or pursuant to this Security Agreement, and any Rate Hedging Agreements (as defined in the Credit Agreement) with any of the Lenders or any affiliate of any Lender.

"Security" has the meaning set forth in Article 8 of the Michigan Uniform Commercial Code as in effect from time to time

"Stock Rights" means any securities, dividends or other distributions and any other right or property which any Debtor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which any Debtor now has or hereafter acquires any right, issued by an issuer of such securities.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

GRANT OF SECURITY INTEREST

Each Debtor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of such Debtor's right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Debtor represents and warrants to the Agent and the Lenders that:

3.1. Title, Authorization, Validity and Enforceability. Except for intellectual property which such Debtor has either licensed from or to third parties, and except for equipment which the usage by such Debtor is by way of a lease or usage agreement (the "Leased Equipment"), such Debtor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to the Agent the security interest in such Collateral pursuant hereto. As to such intellectual property, each Debtor has assigned all of its rights, title and interest to the Agent, subject to such

Debtor's right to make additional licenses of the same as its customary business requires. And as to such Leased Equipment, each Debtor has assigned all of its rights, title and interest to the Agent subject to such Debtor's ability to lease the same to third parties, so long as such leases are permitted under Section 6.13(vii) of the Credit Agreement. The execution and delivery by such Debtor of this Security Agreement has been duly authorized by proper corporate proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of such Debtor and creates a security interest which is enforceable against such Debtor in all now owned and hereafter acquired Collateral. When financing statements have been filed in the appropriate offices against such Debtor in the locations listed on Exhibit "E", the Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1.6.

3.2. Conflicting Laws and Contracts. Neither the execution and delivery by such Debtor of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Debtor or such Debtor's trust agreement, articles or certificate of incorporation, bylaws, articles of organization or operating agreement, as the case may be, the provisions of any indenture, instrument or agreement to which such Debtor is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Agent on behalf of the Lenders).

3.3. Principal Location. Such Debtor's mailing address, and the location of its chief executive office and of the books and records relating to the Receivables, are disclosed in Exhibit "A"; such Debtor has no other places of business except those set forth in Exhibit "A".

3.4. Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". All of said locations are owned by one or more of the Debtors except for locations (i) which are leased by a Debtor as lessee and designated in Part B of Exhibit "A", (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or lessee or on consignment as designated in Part C of Exhibit "A", with respect to which Inventory such Debtor has delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Lenders to protect the Agent's and the Lenders' security interest in such Inventory, or (iii) at which Equipment is being leased or subject to a usage or lease agreement as designated in Part D of Exhibit "A", with respect to which Equipment such Debtor has delivered lease or usage agreements or other documents satisfactory to the Lenders to protect the Agent's and the Lenders' security interest in such Equipment.

3.5. No Other Names. No Debtor has conducted business under any name except the name in which it has executed this Security Agreement, except as set forth in Exhibit "F".

3.6. No Default. No Default or Unmatured Default exists.

3.7. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of such Debtor relating thereto and in all invoices and reports with respect thereto furnished to the Agent by such Debtor from time to time. As of the time when each Account or each item of Chattel Paper arises, such Debtor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.8. Filing Requirements. None of the Equipment is covered by any certificate of title, except for the vehicles described in Part A of Exhibit "B". None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for (i) the vehicles described in Part B of Exhibit "B" and (ii) patents, trademarks and copyrights held by such Debtor and described in Part C of Exhibit "B". The legal description, county and street address of the property on which any Fixtures are located is set forth in Exhibit "C" together with the name and address of the record owner of each such property.

3.9. No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming such Debtor as debtor has been filed in any jurisdiction except (i) financing statements naming the Agent on behalf of the Lenders as the secured party, (ii) as described in Exhibit "D" and (iii) as permitted by Section 4.1.6.

3.10. Federal Employer Identification Number. Each Debtor's Federal employer identification number is set forth in Exhibit "G".

ARTICLE IV

COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1. General.

4.1.1. Inspection. Each Debtor will permit the Agent or any Lender, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of such Debtor relating to the Collateral and (iii) to discuss the Collateral and the related records of such Debtor with, and to be advised as to the same by, the Debtor's officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as the Agent or such Lender may determine, and all at such Debtor's expense.

4.1.2. Taxes. Each Debtor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been established on the books and records of such Debtor.

4.1.3. Records and Reports; Notification of Default. Each Debtor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time request. Each Debtor will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral.

4.1.4. Financing Statements and Other Actions; Defense of Title. Each Debtor will

execute and deliver to the Agent all financing statements and other documents and take such other actions as may from time to time be requested by the Agent in order to maintain a first perfected security interest in and, in the case of Investment Property, Control of, the Collateral. Each Debtor will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5. Disposition of Collateral. No Debtor will sell, lease or otherwise dispose of the Collateral except (i) prior to the occurrence of a Default or Unmatured Default, dispositions specifically permitted pursuant to Section 6.13 of the Credit Agreement, (ii) until such time following the occurrence of a Default as such Debtor receives a notice from the Agent instructing such Debtor to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as such Debtor receives a notice from the Agent pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business.

4.1.6. Liens. No Debtor will create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) existing Liens described in Exhibit "D" and (iii) other Liens permitted pursuant to Section 6.15 of the Credit Agreement.

4.1.7. Change in Location or Name. Unless such Debtor shall have given the Agent not less than 30 days' prior written notice thereof, and the Agent shall have determined that such change will not adversely affect the validity, perfection or priority of the Agent's security interest in the Collateral, no Debtor will (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit "A", (ii) maintain records relating to the Receivables at a location other than at the location specified on Exhibit "A", (iii) maintain a place of business at a location other than a location specified on Exhibit "A", (iv) change its name or taxpayer identification number or (v) change its mailing address.

4.1.8. Other Financing Statements. No Debtor will sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

4.2. Receivables.

4.2.1. Certain Agreements on Receivables. No Debtor will make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, such Debtor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

4.2.2. Collection of Receivables. Except as otherwise provided in this Security Agreement, such Debtor will collect and enforce, at the Debtor's sole expense, all amounts due or hereafter due to such Debtor under the Receivables.

4.2.3. Delivery of Invoices. Each Debtor will deliver to the Agent immediately upon its request after the occurrence of a Default duplicate invoices with respect to each Account bearing

such language of assignment as the Agent shall specify.

4.2.4. Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of any Debtor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, such Debtor will disclose such fact to the Agent in writing in connection with the inspection by the Agent of any record of the Debtor relating to such Receivable and in connection with any invoice or report furnished by such Debtor to the Agent relating to such Receivable.

4.3. Inventory and Equipment.

4.3.1. Maintenance of Goods. Each Debtor will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition, except for scrap or obsolete material or equipment.

4.3.2. Insurance. Each Debtor will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Agent, on behalf of the Lenders, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Agent, (ii) maintain such other insurance on the Collateral for the benefit of the Agent as the Agent shall from time to time request, (iii) furnish to the Agent upon the request of the Agent from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance naming the Agent, on behalf of the Lenders, as an additional insured.

4.3.3. Titled Vehicles. Each Debtor will give the Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Agent, upon request, the original of any vehicle title certificate and do all things necessary to have the Lien of the Agent noted on any such certificate.

4.4. Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. Each Debtor will (i) deliver to the Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments (if any then exist), except for checks received by such Debtor in the ordinary course of its business, (ii) hold in trust for the Agent upon receipt and immediately thereafter deliver to the Agent any Chattel Paper, Securities and Instruments constituting Collateral, except for checks received by such Debtor in the ordinary course of its business, (iii) upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to the Agent such Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and assigned as the Agent shall specify, and (iv) upon the Agent's request, after the occurrence and during the continuance of a Default, deliver to the Agent (and thereafter hold in trust for the Agent upon receipt and immediately deliver to the Agent) any Document evidencing or constituting Collateral.

4.5. Uncertificated Securities and Certain Other Investment Property. Each Debtor will permit the Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by

certificates and all rollovers and replacements therefor to reflect the Lien of the Agent granted pursuant to this Security Agreement. Each Debtor will take any actions necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause the Agent to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, each Debtor will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Agent in form and substance satisfactory to the Agent.

4.6. Stock and Other Ownership Interests.

4.6.1. Changes in Capital Structure of Issuers. Except as otherwise permitted under Section 6.12 of the Credit Agreement, no Debtor will (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2. Issuance of Additional Securities. No Debtor will permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral which such Debtor controls to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to such Debtor.

4.6.3. Registration of Pledged Securities and other Investment Property. Each Debtor will permit any registerable Collateral to be registered in the name of the Agent or its nominee at any time at the option of the Required Secured Parties.

4.6.4. Exercise of Rights in Pledged Securities and other Investment Property. Each Debtor will permit the Agent or its nominee at any time after the occurrence of a Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

4.7. Pledged Deposits. No Debtor will withdraw all or any portion of any Pledged Deposit or fail to rollover said Pledged Deposit without the prior written consent of the Agent.

4.8. Deposit Accounts. Each Debtor will (i) upon the Agent's request, notify each bank or other financial institution in which it maintains a deposit account or other deposit (general or special, time or demand, provisional or final) of the security interest granted to the Agent hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon the Agent's request after the occurrence and during the continuance of a Default, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Agent, transferring dominion and control over each such account to the Agent until such time as no Default exists. In the case of deposits maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement

regarding setoffs.

4.9. Federal, State or Municipal Claims. Each Debtor will notify the Agent of any Collateral which constitutes a claim against the United States government or any state government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

ARTICLE V

DEFAULT

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made by or on behalf of any Debtor under or in connection with this Security Agreement shall be materially false as of the date on which made.

5.1.2. The breach by any Debtor of any of the terms or provisions of Article IV or Article VII.

5.1.3. The breach by any Debtor (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2) of any of the terms or provisions of this Security Agreement which is not remedied within 10 days after the giving of written notice to such Debtor by the Agent.

5.1.4. Any Substantial Portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.5 or 8.7 or shall be lost, stolen, damaged or destroyed, other than any loss of Collateral which is covered by insurance and the proceeds of such insurance are paid to the Agent for application to the Secured Obligations.

5.1.5. Any Secured Obligation which constitutes principal under any Note shall not be paid when due, whether at stated maturity, upon acceleration, or otherwise, or any Secured Obligation which constitutes interest under any Note or any commitment fee or any other obligation under any of the Loan Documents shall not be paid within five days after the same becomes due.

5.1.6. The occurrence of any "Default" under, and as defined in, the Credit Agreement.

5.2. Acceleration and Remedies. Upon the acceleration of the obligations under the Credit Agreement pursuant to Section 8.1 thereof, the Secured Obligations shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and the Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any or all of the following rights and remedies:

5.2.1. Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Agent and the Lenders prior to a Default.

5.2.2. Those rights and remedies available to a secured party under the Michigan Uniform Commercial Code (whether or not the Michigan Uniform Commercial Code applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.2.3. Without notice except as specifically provided in Section 8.1 or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable.

5.3. Debtors' Obligations Upon Default. Upon the request of the Agent after the occurrence of a Default, each Debtor will:

5.3.1. Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at any place or places specified by the Agent.

5.3.2. Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.4. License. The Agent is hereby granted a license or other right to use, following the occurrence and during the continuance of a Default, without charge, each Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of a Default, each Debtor's rights under all licenses and all franchise agreements shall inure to the Agent's benefit. In addition, each Debtor hereby irrevocably agrees that the Agent may, following the occurrence and during the continuance of a Default, sell any of any Debtor's Inventory directly to any person, including without limitation persons who have previously purchased such Debtor's Inventory from such Debtor and in connection with any such sale or other enforcement of the Agent's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to such Debtor and any Inventory that is covered by any copyright owned by or licensed to such Debtor and the Agent may finish any work in process and affix any trademark owned by or licensed to such Debtor and sell such Inventory as provided herein.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any

other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Agent with the concurrence or at the direction of the Lenders required under Section 8.2 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Secured Obligations have been paid in full.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1. Lockboxes. Upon request of the Agent after the occurrence of a Default or Unmatured Default, each Debtor shall execute and deliver to the Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Agent.

7.2. Collection of Receivables. The Agent may at any time after the occurrence of a Default, by giving the Debtors written notice, elect to require that the Receivables be paid directly to the Agent for the benefit of the Lenders. In such event, each Debtor shall, and shall permit the Agent to, promptly notify the account debtors or obligors under the Receivables of the Lenders' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Agent. Upon receipt of any such notice from the Agent, each Debtor shall thereafter hold in trust for the Agent, on behalf of the Lenders, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to the Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3. Special Collateral Account. The Agent may require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Agent and held there as security for the Secured Obligations. No Debtor shall have any control whatsoever over said cash collateral account. If no Default or Unmatured Default has occurred or is continuing, the Agent shall from time to time deposit the collected balances in said cash collateral account into the Debtors' general operating accounts with the Agent. If any Default or Unmatured Default has occurred and is continuing, the Agent may (and shall, at the direction of the Required Secured Parties), from time to time, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.

7.4. Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Secured Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

- (a) FIRST, to payment of all costs and expenses of the Agent incurred in connection

(a) FIRST, to payment of all costs and expenses of the Agent incurred in connection with the collection and enforcement of the Secured Obligations or of the security interest granted to the Agent pursuant to this Security Agreement;

(b) SECOND, to payment of that portion of the Secured Obligations constituting accrued and unpaid interest and fees and net early termination payments then due and unpaid from any Debtor or any Subsidiary to any of the Lenders or any affiliate of any Lender under Rate Hedging Agreements, pro rata among the Lenders in accordance with the amount of such accrued and unpaid interest and fees and such net early termination payments owing to each of them;

(c) THIRD, to payment of the principal of the Secured Obligations, pro rata among the Lenders in accordance with the amount of such principal then due and unpaid owing to each of them;

(d) FOURTH, to payment of any Secured Obligations (other than those listed above) pro rata among those parties to whom such Secured Obligations are due in accordance with the amounts owing to each of them; and

(e) FIFTH, the balance, if any, after all of the Secured Obligations have been satisfied, shall be deposited by the Agent into the Debtor's general operating account with the Agent.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Notice of Disposition of Collateral. Each Debtor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to such Debtor, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made.

8.2. Compromises and Collection of Collateral. Each Debtor and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Debtor agrees that the Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

8.3. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Agent may perform or pay any obligation which any Debtor has agreed to perform or pay in this Security Agreement and such Debtor shall reimburse the Agent for any amounts paid by the Agent pursuant

to this Section 8.3. Each Debtor's obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4. Authorization for Secured Party to Take Certain Action. Each Debtor irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent and appoints the Agent as its attorney in fact (i) to execute on behalf of such Debtor as debtor and to file financing statements necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (ii) to indorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Agent Control over such Securities or other Investment Property, (v) subject to the terms of Section 4.1.5, to enforce payment of the Receivables in the name of the Agent or such Debtor, (vi) to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided in Article VII and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and such Debtor agrees to reimburse the Agent on demand for any payment made or any expense incurred by the Agent in connection therewith, provided that this authorization shall not relieve such Debtor of any of its obligations under this Security Agreement or under the Credit Agreement.

8.5. Specific Performance of Certain Covenants. Each Debtor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.5, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Agent and the Lenders, that the Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of such Debtor contained in this Security Agreement, that the covenants of such Debtor contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against such Debtor.

8.6. Use and Possession of Certain Premises. Upon the occurrence of a Default, the Agent shall be entitled to occupy and use any premises owned or leased by any Debtor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay such Debtor for such use and occupancy.

8.7. Dispositions Not Authorized. No Debtor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between any Debtor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent or at the direction of the Required Lenders.

8.8. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of each Debtor, the Agent and the Lenders and their respective successors and assigns, except that no Debtor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the

8.9. Survival of Representations. All representations and warranties of each Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by each Debtor, together with interest and penalties, if any. Each Debtor shall reimburse the Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by any Debtor in the performance of actions required pursuant to the terms hereof shall be borne solely by such Debtor.

8.11. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.13. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Debtors and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Debtors and the Agent relating to the Collateral.

8.14. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MICHIGAN.

8.15. Distribution of Reports. Each Debtor authorizes the Agent, as the Agent may elect in its sole discretion, to discuss with and furnish to its affiliates and to the Lenders or to any other person or entity having an interest in the Secured Obligations (whether as a guarantor, pledgor of collateral, participant or otherwise) all financial statements, audit reports and other information pertaining to such Debtor and its Subsidiaries whether such information was provided by such Debtor or prepared or obtained by the Agent. Neither the Agent nor any of its employees, officers, directors or agents makes any representation or warranty regarding any audit reports or other analyses of any Debtor's and their Subsidiaries' condition which the Agent may in its sole discretion prepare and elect to distribute, nor shall the Agent or any of its employees, officers, directors or agents be liable to any person or entity receiving a copy of such reports or analyses for any inaccuracy or omission contained in or relating thereto.

8.16. Indemnity. Except for gross negligence or willful misconduct of the Agent or any Lender, the Debtor hereby agrees to indemnify the Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses

of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Agent or the Lenders or any Debtor, and any claim for patent, trademark or copyright infringement).

ARTICLE IX

NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in Article XIII of the Credit Agreement.

9.2. Change in Address for Notices. Each of the Debtors, the Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

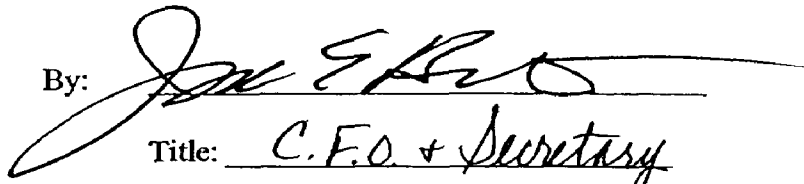
ARTICLE X

THE AGENT

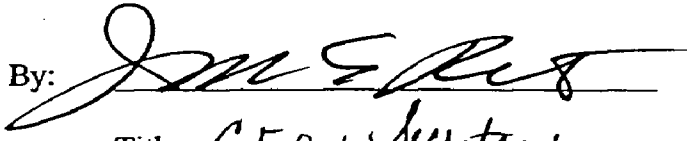
The First National Bank of Chicago has been appointed Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to the Credit Agreement, and that the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

IN WITNESS WHEREOF, each Debtor and the Agent have executed this Security Agreement as of the date first above written.

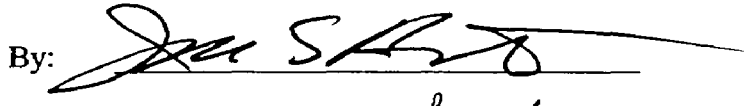
VENTURE HOLDINGS TRUST

By: 
Title: C.F.O. + Secretary

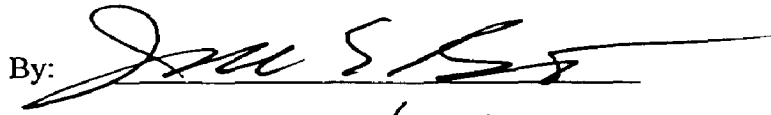
VENTURE INDUSTRIES CORPORATION

By: 
Title: C.F.O. + Secretary

VENTURE LEASING COMPANY

By: 
Title: C.F.O. + Secretary

VENTURE MOLD & ENGINEERING CORPORATION

By: 
Title: C.F.O. + Secretary

VENTURE SERVICE COMPANY

By:

Title:

C.F.O. + Secretary

VENTURE HOLDINGS CORPORATION

By:

Title:

C.F.O. + Secretary

VENTURE HOLDINGS COMPANY L.L.C.

By:

Venture Holdings Trust
Its: Member

By:

Title:

C.F.O. + Secretary

VEMCO, INC.

By:

Title:

C.F.O. + Secretary

VEMCO LEASING, INC.

By:

Title:

C.F.O. + Secretary

VENTURE EUROPE, INC.

By:

Title:

C.F.O. + Secretary

VENTURE EU CORPORATION

By:

Title:

C.F.O. + Secretary

EXPERIENCE MANAGEMENT, L.L.C.

By:

Title:

C.F.O. + Secretary

THE FIRST NATIONAL BANK OF CHICAGO, as
Agent

By:

Title:

First Vice President

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 27th day of May, 1999, by James E. Butler, the C.F.O. + Secretary of Venture Holdings Trust, on behalf of said trust.

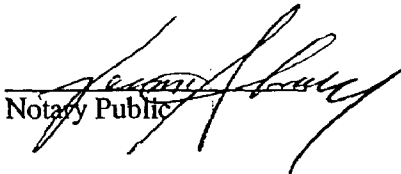

Notary Public

My commission expires: 7-9-99

NOEMI ALVAREZ
Notary Public, Wayne County, Michigan
My Commission Expires July 9, 1999

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 27th day of May, 1999, by James E. Butler, the C.F.O. + Secretary of Venture Industries Corporation, on behalf of said corporation.


Notary Public

My commission expires: 7-9-99

NOEMI ALVAREZ
Notary Public, Wayne County, Michigan
My Commission Expires July 9, 1999

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)


The foregoing instrument was acknowledged before me this 27th day of May, 1999, by James E. Butler, the C.F.O. & Secretary of Venture Service Company, on behalf of said corporation.

[Signature]
Notary Public

My commission expires: 7-9-99
NOEMI ALVAREZ
 Notary Public, Wayne County, Michigan
 My Commission Expires July 9, 1999

STATE OF MICHIGAN)) SS
COUNTY OF WAYNE)

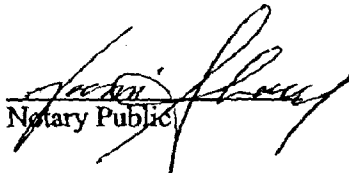
The foregoing instrument was acknowledged before me this 29th day of May, 1999, by James E. Butler, the C.F.O. Secretary of Venture Holdings Corporation, on behalf of said corporation.


Notary Public

My commission expires: 7-9-99
NOEMI ALVAREZ
 Notary Public, Wayne County, Michigan
 My Commission Expires July 9, 1999

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

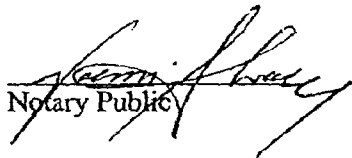
The foregoing instrument was acknowledged before me this 27th day of May, 1999, by James E. Butler, the C.F.O. & Secretary of Venture Holdings Trust, a member of Venture Venture Company L.L.C., on behalf of said company.


Notary Public

My commission expires: 7-9-99
NOEMI ALVAREZ
Notary Public, Wayne County, Michigan
My Commission Expires July 9, 1999

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

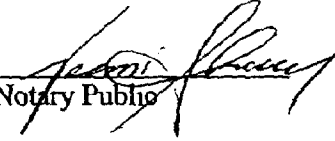
The foregoing instrument was acknowledged before me this 27th day of May, 1999, by James E. Butler the C.F.O. & Secretary of Vemco, Inc., on behalf of said corporation.


Notary Public

My commission expires: 7-9-99
NOEMI ALVAREZ
Notary Public, Wayne County, Michigan
My Commission Expires July 9, 1999

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 27th day of May, 1999, by James E. Butler, the C.F.O. Secretary of Vemco Leasing, Inc., on behalf of said corporation.


Notary Public

My commission expires: 7-9-99

NOEMI ALVAREZ
Notary Public, Wayne County, Michigan
My Commission Expires July 9, 1999

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 27th day of May, 1999, by James E. Butler, the C.F.O. Secretary of Venture Europe, Inc., on behalf of said corporation.

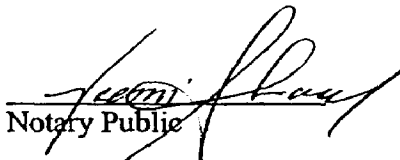

Notary Public

My commission expires: 7-9-99

NOEMI ALVAREZ
Notary Public, Wayne County, Michigan
My Commission Expires July 9, 1999

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 27th day of May, 1999,
by James E. Butler, the C.F.O. & Secretary of Venture EU Corporation., on behalf of said
corporation.

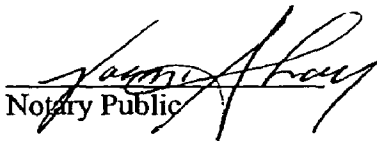

Notary Public

My commission expires: 7-9-99

NOEMI ALVAREZ
Notary Public, Wayne County, Michigan
My Commission Expires July 9, 1999

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 27th day of May, 1999,
by James E. Butler, the C.F.O. & Secretary of Venture Holdings Trust, a member of Experience
Management, L.L.C., on behalf of said company.


Notary Public

My commission expires: 7-9-99

NOEMI ALVAREZ
Notary Public, Wayne County, Michigan
My Commission Expires July 9, 1999

STATE OF MICHIGAN)) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 27 day of May, 1999, by ERIK BAKER, the FVP of The First National Bank of Chicago, on behalf of said bank.

Wendy J. Knight
Notary Public

WENDY L. ROUGHT

Notary Public, Wayne County, MI

My Commission Expires Nov. 28, 2003

My commission expires: _____

EXHIBIT "A"**(See Sections 3.3, 3.4, 4.1.7 and 9.1 of Security Agreement)****Principal Place of Business and Mailing Address:**

33662 James J. Pompo Drive
P.O. Box 278
Fraser, Michigan 48026

Locations of Receivables Records (in addition to above):

34501 Harper Avenue
Clinton Twp., Michigan 48035

[see attached list for Bailey locations]

Locations of Inventory and Equipment and Fixtures:**Properties Owned by the Debtors:**

1. 33662 James J. Pompo Dr., Fraser, MI 48026
Owner: Venture Leasing Company
2. 17300 Malyn, Fraser, MI
Owner: Venture Leasing Company
3. 141 Base Line Road, East, Wallaceburg, Ontario
Owner: Venture Leasing Company
4. 10230 N. Holly Road, Grand Blanc, MI 48439
Owner: Venture Leasing Company
5. 35135 Groesbeck Highway, Clinton Township, MI 48045
Owner: Venture Leasing Company
6. 29 Superior Street, Hillsdale, MI 49242
Owner: Venture Holdings Corporation
7. 2400 Bradshaw Road, Hopkinsville, Kentucky
Owner: Vemco Leasing, Inc.
8. 700 Lafayette Road, Route 1, Scabrook, New Hampshire 03874
Owner: Venture Holdings Corporation
9. 2109 Commerce Street, Lancaster, Ohio 43130
Owner: Venture Holdings Corporation

10. 3000 Michigan Avenue, Madison, Indiana 47250
Owner: Venture Holdings Corporation
11. 1701 West McDonald Street, Hartford City, Indiana 47348
Owner: Venture Holdings Corporation
12. 400 South Bridge Street, Portland, Indiana 47371
Owner: Venture Holdings Corporation

B. Properties Leased by the Debtors:

Address: 17085 Masonic, Fraser, MI 48026
Lessor: Venture Real Estate Acquisition Company
Lessee: Venture Industries Corporation

Address: 34537 Bennett Drive, Fraser, MI 48026
Lessor: Deluxe Pattern Corporation d/b/a venture Laser Technologies, Inc.
Lessee: Venture Mold & Engineering Corporation

Address: 4641 VanDyke, Almont, Michigan
Lessor: Windall Industries
Lessee: Venture Service Company

Address: 4701 VanDyke, Almont, Michigan
Lessor: Venture Real Estate, Inc.
Lessee: Venture Mold & Engineering Corporation

Address: 5849 Acropolis Drive, Elmira, MI 49730
Lessor: Larry J. Winget and Alicia Winget
Lessee: Venture Industries Corporation, Venture Mold & Engineering Corporation, and Vemco, Inc.

Address: 34410 Commerce Road, Fraser, MI 48026
Lessor: Venture Real Estate, Inc.
Lessee: Venture Mold & Engineering Corporation

Address: 17400 Malyn, Fraser, MI 48026
Lessor: Venture Real Estate, Inc.
Lessee: Venture Industries Corporation

Address: 17350 Malyn, Fraser, MI 46026
Lessor: Venture Real Estate, Inc.
Lessee: Venture Industries Corporation

Address: 34501 Harper, Clinton Twp., Mt Clemens, Michigan
Lessor: Harper Properties of Clinton Twp.
Lessee: Venture Industries Corporation

Address: 5015 52nd Street, S.E., Grand Rapids, MI
Lessor: First Industrial Financing Partnership, L.P.
Lessee: Venture Industries Corporation (and affiliates)

Address: 5050 Kendrick, S.E., Grand Rapids, MI
Lessor: First Industrial Financing Partnership, L.P.
Lessee: Venture Industries Corporation (and affiliates)

Address: 3739 Patterson Avenue, Grand Rapids, Michigan 49506
Lessor: Elston-Richards, Inc.
Lessee: Venture Industries Corporation, Vemco, Inc. , Venture Mold & Engineering Corporation,
Venture Leasing Company, Vemco Leasing, Inc., Venture Service Company, and Venture
Industries Canada, Ltd.

Address: Hopkinsville, Kentucky
Lessor:
Lessee:

Address: 2230B Pembroke Rd., Hopkinsville, Kentucky
Lessor: Hopkinsville Associates Limited Partnership through leasing agent Philip Mullins Co., Inc.
Lessee: Venture Industries Corporation

Address: 17500 Federal Drive, Suite 700, Allen Park, Michigan 48101
Lessor: Ford Motor Land Development Corporation
Lessee: Venture Holdings Corporation

Address: 1940 Barrett, Troy, Michigan
Lessor: Louca Mold Company
Lessee: Venture Mold & Engineering Corporation

Address: 33714 & 33716 Doreka, Fraser, MI 46026
Lessor: Deluxe Development Company
Lessee: Venture Industries Corporation

Address: 34673 Bennett Drive, Fraser, MI 48026
Lessor: Peter and Jacqueline Manetta
Lessee: Venture Mold & Engineering Corporation

Address: 1027 E. Fourteen Mile Road, Troy, Michigan 48083
Lessor: Donald C. Nolte
Lessee: Venture Industries Corporation

Address: 12265 Dixie Highway, Redford, Michigan 48239
Lessor: Rebmann Products Corporation
Lessee: Venture Real Estate, Inc.

Address: 333 Gore Road, Conneaut, Ohio 44030
Lessor: State of Ohio Bond
Lessee: Venture Holdings Corporation

EXHIBIT "B"
(See Section 3.8 of Security Agreement)

A. Vehicles subject to certificates of title:

Description

Title Number & State Where Issued

SEE ATTACHED LIST

B. Aircraft/engines, ships, railcars and other vehicles governed by federal statute:

Description

Registration Number

NONE

C. Patents, copyrights, trademarks protected under federal law:

SEE ATTACHED LIST

P. 1/3

VEHICLE INFORMATION									
MAY 28, 1995									
YEAR	TRADE NAME	MODEL TYPE	VIN NUMBER	COST	SAVED	LOOSE PLATE	DRIVER	DRIVER'S LICENSE	DATE
YEAR	TRADE NAME	MODEL TYPE	VIN NUMBER	NEW	OT STATE	NUMBER			
50	1983	Ford	F-350	1FTHF1277L09661	\$15,600	Fisher	WBRN2	NOVA	4-010-474-261-388
51	1984	Ford	F-350	1FTHF1277L097146	\$19,000	Almont	XK034	Jain Friction Machinery	4-010-474-261-388
52	1984	Ford	F-350	1FTHF1277L097146	\$21,100	Hochstetler	XK034	Daniel Friction Machinery	4-010-474-261-388
53	1984	Ford	F-350	1FTHF1277L097146	\$22,500	Hochstetler	XK034	Daniel Friction Machinery	4-010-474-261-388
54	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Carroll Top	XK034	Harper Plant	4-010-474-261-388
55	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	V.E.C.	4-010-474-261-388
56	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
57	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
58	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
59	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
60	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
61	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
62	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
63	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
64	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
65	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
66	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
67	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
68	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
69	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
70	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
71	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
72	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
73	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
74	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
75	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
76	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
77	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
78	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
79	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
80	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
81	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
82	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
83	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
84	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
85	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
86	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
87	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
88	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
89	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
90	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
91	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
92	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
93	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
94	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
95	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
96	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
97	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
98	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
99	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
100	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
101	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
102	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
103	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
104	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
105	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
106	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
107	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
108	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
109	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
110	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
111	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
112	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
113	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
114	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
115	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
116	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
117	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
118	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
119	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
120	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
121	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
122	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
123	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
124	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
125	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
126	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
127	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
128	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
129	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
130	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
131	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
132	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
133	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
134	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
135	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
136	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
137	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
138	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
139	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
140	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
141	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
142	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
143	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
144	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
145	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
146	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
147	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
148	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
149	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
150	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
151	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
152	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
153	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
154	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
155	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
156	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
157	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
158	1984	Ford	F-350	1FTHF1277L097146	\$18,600	Fisher	XK034	Harper Plant	4-010-474-261-388
159	1984	Ford	F-350						

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5-26-99 : 5:23PM :

PAUL LIEBERMAN, PC-

313 568 6594: 8/27

VEHICLE INDUSTRY VEHICLE SUMMARY									
MAY 1999									
MODEL YEAR	TRADE NAME	MODEL TYPE	VIN NUMBER	COST	NEW	VEHICLE TYPE	REGISTERED	LICENSE PLATE	DRIVER
YEAR							CITY/STATE	NUMBER	DRIVER'S LICENSE
1	1984	Bus	1BKT0427E212567			Portland, Ind.	Plant Use		
2	1984	Bus	1BKT0427E212549			Portland, Ind.	Plant Use		
3	1984	Chrysler	1C6X1A1V1M117			Portland, Ind.	Plant Use		
4	1984	Chrysler	1C6F02440F141218			Portland, Ind.	Plant Use		
5	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
6	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
7	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
8	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
9	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
10	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
11	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
12	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
13	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
14	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
15	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
16	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		
17	1984	Chrysler	1C6N142X1B118207			Portland, Ind.	Plant Use		

MASTER FILE REPORT
13 56 PAGE: 3

PCMASTER REPORTER

24AUG1996

PATENTS AND APPLICATIONS OWNED BY AUTOSWYLE PLASTICS, INC.

DOCKET NUMBER	COUNTRY	CS TP STATUS	APPLICATION NO.	APP. DATE	PATENT NUMBER	PAT. DATE	NEXT TAX

DAUTO00300	NETHERLANDS	GNT	09117929.3	20SEP1909	EP0351095	07OCT1992	30AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							

DAUTO00300	SPAIN	GNT	07303154.6	10AP1907	EP0241305	13DEC1990	10AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							

DAUTO00300	SPAIN	GNT	09117929.3	20SEP1909	EP0351095	07OCT1992	10AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							

DAUTO00300	SWEDEN	GNT	07303154.6	10AP1907	EP0241305	13DEC1990	30AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							

DAUTO00300	SWEDEN	GNT	09117929.3	20SEP1909	EP0351095	07OCT1992	30AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							

DAUTO00300	SWITZERLAND	GNT	07303154.6	10AP1907	EP0241305	13DEC1990	30AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							

DAUTO00300	SWITZERLAND	GNT	09117929.3	20SEP1909	EP0351095	07OCT1992	30AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							

DAUTO00300	U. S. A.	GNT	050753	11AP1906	4706625	24NOV1907	24AP1999
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							

DAUTO00301	U. S. A.	D GNT	07/011625	11FEB1907	D313336	01JUL1991	
INVENTORS: WILLIAMS VERNON H							
TITLE: DECORATIVE HANDLE COVER							

DAUTO00303	U. S. A.	FILE	08/3595406	05FEB1996			
INVENTORS: WALSH III THOMAS J							
TITLE: GLASS FIBER REINFORCED THERMOPLASTIC OLEFIN COMPOSITION							

MASTER FILE REPORT
13 56 PAGE: 2

PCMASTER REPORTER

14NOV1996

PATENTS AND APPLICATIONS OWNED BY AUTOSTYLE PLASTICS, INC.

DOCKET NUMBER	COUNTRY	CS TP STATUS	APPLICATION NO.	APP. DATE	PATENT NUMBER	PAT. DATE	NEXT TAX
DAUTO00300	WEST GERMANY		EP0241305	10AP1987	P3763159.4	13JUL1990	10AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
DAUTO00300	WEST GERMANY		EP0351895	28SEP1989	P3782173.3-08	07OCT1992	10AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
DAUTO00300	GREECE		07303154.6	10AP1987	EP0241305	13JUL1990	10AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
DAUTO00300	GREECE		09117929.3	20SEP1989	EP0351895	07OCT1992	10AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
DAUTO00300	ITALY		07303154.6	10AP1987	EP0241305	13JUL1990	10AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
DAUTO00300	ITALY		09117929.3	28SEP1989	EP0351895	07OCT1992	10AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
DAUTO00300	JAPAN		09643/07	11AP1987	1725943	06MAR1992	06MAR1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
DAUTO00300	LUXEMBOURG		07303154.6	10AP1987	EP0241305	13JUL1990	10AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
DAUTO00300	LUXEMBOURG		09117929.3	20SEP1989	EP0351895	07OCT1992	10AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
DAUTO00300	NETHERLANDS		07303154.6	10AP1987	EP0241305	13JUL1990	10AP1997
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							

MASTER FILE REPORT
14 J7 PAGE: 1

PCMASTER REPORTER

14AUL1996

PATENTS AND APPLICATIONS OWNED BY AUTOSTYLE PLASTICS, INC.

DOCKET NUMBER	COUNTRY	CS TP STATUS	APPLICATION NO.	APP. DATE	PATENT NUMBER	PAT. DATE	NEXT TAX

0AUT00300	AUSTRIA						
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
GNT			07303154.6	10AP1907	EP0241305	13JUL1990	30AP1997

0AUT00300	AUSTRIA						
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
GNT			09117929.3	20SEP1909	EP0351095	07OCT1992	10AP1997

0AUT00300	CANADA						
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
GNT			533920	06AP1907	1274664	02OCT1990	02OCT1996

*0AUT00300	EUROPEAN PATENT						
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
GNT			07303154.6	10AP1907	EP0241305	13JUL1990	

*0AUT00300	EUROPEAN PATENT						
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
GNT			09117929.3	20SEP1909	EP0351095	07OCT1992	

0AUT00300	FRANCE						
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
GNT			07303154.6	10AP1907	EP0241305	13JUL1990	30AP1997

0AUT00300	FRANCE						
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
GNT			09117929.3	20SEP1909	EP0351095	07OCT1992	30AP1997

0AUT00300	GREAT BRITAIN						
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
GNT			07303154.6	10AP1907	EP0241305	13JUL1990	10AP1997

0AUT00300	GREAT BRITAIN						
INVENTORS: AREND DONALD P							
TITLE: MOLD CLOSING APPARATUS							
GNT			09117929.3	20SEP1909	EP0351095	07OCT1992	10AP1997

*Converted to National Patents.

5-26-99 : 5:23PM : PAUL LIEBERMAN, PC-

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VENTURE INDUSTRIES, INC. TRADEMARKS

Client No.	Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Goods
VEI 0161	Australia	V DESIGN	16-Nov-95	678,327	13-Jun-97	678327	Registered	Custom plastic injection molding service
VEI 0161	Canada	V DESIGN	17-Nov-95	797,720	29-Apr-99	511386	Registered	Custom plastic injection molding service
VEI 0161	Fed. Republic of Germany	V DESIGN	10-Jan-96	39600874.7	25-Jun-96	39600874	Registered	Custom plastic injection molding service
VEI 0161	Italy	V DESIGN	17-Nov-95	MI95CO1147			Pending	Custom plastic injection molding service
VEI 0161	United Kingdom	V DESIGN	16-Feb-96	2057327	15-Nov-96	2057327	Registered	Custom plastic injection molding service
VEI 0161	United States of America	V DESIGN	17-Aug-95	716,980	30-Sep-97	2100731	Registered	Custom plastic injection molding of parts
VEI 0162	Australia	VENTURE and DESIGN	16-Nov-95	678,325	13-Jun-97	678325	Registered	Custom plastic injection molding service
VEI 0162	Canada	VENTURE and DESIGN	17-Nov-95	797,719			Pending	Custom plastic injection molding service

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5-26-99 : 5:24PM : PAUL LIEBERMAN, PC-

313 568 6594: #10/2/

Client No.	Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Goods
VEI 0162	Fed. Republic of Germany	VENTURE and Design	10-Jan-96	39600873.9	02-Jul-96	39600873	Registered	Custom plastic injection molding service
VEI 0162	Italy	VENTURE and DESIGN	17-Nov-95	MA95C011481			Pending	Custom plastic injection molding service
VEI 0162	United Kingdom	VENTURE and DESIGN	16-Feb-96	2057313	15-Nov-96	2057313	Registered	Custom plastic injection molding service
VEI 0162	United States of America	VENTURE and DESIGN	17-Aug-95	716,978			Pending	Custom plastic injection molding of parts
VEI 0163	Australia	REAP	16-Nov-95	678326	10-Feb-97	678326	Registered	Engineering services in rapid prototype development of using non-contact pattern scanning and mathematical surface representation being services

2

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PAGE. 10

TRADEMARK
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313 568 6594: #11/21

Client No.	Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Goods
VEI 0163	Canada	REAP	17-Nov-95	797,724			Abandoned	Engineering services in rapid prototype development using non-contact pattern scanning and mathematical surface representation
VEI 0163	Fed. Republic of Germany	REAP	10-Jan-96	39600872.0	25-Jun-96	3900872	Registered	Engineering services in rapid prototype development using non-contact pattern scanning and mathematical surface representation
VEI 0163	Italy	REAP	17-Nov-95	MD95C01148			Pending	Engineering services in rapid prototype development using non-contact pattern scanning and mathematical surface representation

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PAGE.11

TRADEMARK
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313 568 6594: #12/27

Client No.	Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Goods
VEI 0163	United Kingdom	REAP	16-Feb-96	2057325	16-May-97	2057325	Registered	Industrial design services; engineering services; rapid prototyping; rapid prototype development using non-contact pattern scanning and mathematical surface representation
VEI 0163	United States of America	REAP	17-Aug-95	716,986	11-Jun-96	1,979,886	Registered	Engineering services in rapid prototype development using non-contact pattern scanning and mathematical surface representation
VEI 0181	Australia	PLASTICS IN PROGRES	12-Aug-96	714961	25-Jul-97	714961	Registered	Custom plastic injection molding of parts

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TRADEMARK
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313 568 6594:#13/27

Client No.	Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Goods
VEI 0181	Canada	PLASTICS IN PROGRES	12-Aug-96	820349			Pending	Custom plastic injection molding of parts
VEI 0181	European Community	PLASTICS IN PROGRES	12-Aug-96	000315994	30-Nov-98	315994	Registered	Custom plastic injection molding of parts
VEI 0181	Fed. Republic of Germany	PLASTICS IN PROGRES	19-Aug-96	396 36 048	17-Sep-96	39636048	Abandoned	Custom plastic injection molding of parts
VEI 0181	United Kingdom	PLASTICS IN PROGRES					Abandoned	Custom plastic injection molding of parts
VEI 0181	United States of America	PLASTICS IN PROGRES	11-Mar-96	070,542	16-Sep-97	2,096,755	Registered	Custom plastic injection molding of parts
VEI 0182	United Kingdom	VENTURE	16-Feb-96	2057306	29-Nov-96	2057306	Registered	Plastic injection molding services; advisory and consultancy services relating to the aforesaid services

5

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PAGE.13

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TRADEMARK
REEL: 001944 FRAME: 0329

Client No.	Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Goods
VEI 0214	United States of America	MAST SERVICES	24-Apr-97	75/280374	28-Jul-98	2176505	Registered	39 - Cargo handling, shipping and transportation services via rail and truck, for the automotive industry
VEI 0243	United States of America	CIGAR PARK	06-Apr-98	75/462719			Pending	40 - Assembly of goods for others
								Device for holding cigar

Baker & McKenzie

PROJECT PEGUFORM
Company: Peguform GmbH

LE - 3 Brand Names, Patents and Trademarks

page: 1

Documents Reviewed	Invention	Pending Disputes	Comments
PATENTS:			
1. Copy from the German Patent Register DE 31 46 187.5-34	Plastic collector shoe on the contact rail		Inventor: Wilfried Pallenberg Granted: 06/14/84
2. Copies from the German, Spanish and Italian Patent Registers DE 32 39 065.3-16; E 52 66 52-1; I 11 69 859	Process to manufacture textile covered moulded parts		Inventor: Dr. Uwe Wichmann Granted in Germany: 10/22/82
Copies from the German and Italian Patent Registers DE 33 37 548.8-12 I 11 76 796	Fixing of decorative strips at bumpers		Inventor: Kurt Schneider Granted in Germany: 11/12/87

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February 22, 1999

PROJECT PEGUFORM
Company: Peguform GmbH

E - 3 Brand Names, Patents and Trademarks

Page: 2

Documents Reviewed	Invention	Pending Disputes	Comments
Copies from the German, French and Italian Patent Registers DE 34 01 839.5-43 FR 85 00 244 111 84 108	Process and device to glue substrates together		Inventor: Harald Kreiner Granted in Germany: 08/29/85
Copies from the German, US, European and Japanese Patent Registers DE 41 06 964.1-16 USA 52 21 539 EU 0 502 378 J 47 426/92	Device and process to manufacture firing skins and plastic bodies		Inventors: Wilfried Pallerberg, Detlef Lackmann Granted in Germany: 07/21/94
Copy from the German Patent Register DE 41 28 975.7-27	Packaging box		Inventor: Armand Blassmann Granted: 08/12/93

7. Copies from the German, French, Spain, British and US Patent Registers DE 41 32 986.4-16 FR 92 10 700 E 92 01 916 GB 22 60 0199 USA 5 336 072

page: 3

Documents Reviewed	Invention	Pending Disputes	Comments
7. Copies from the German, French, Spain, British and US Patent Registers DE 41 32 986.4-16 FR 92 10 700 E 92 01 916 GB 22 60 0199 USA 5 336 072	Nozzle arrangement for gas injection		Inventor: Adam A. Auer Granted in Germany: 01/13/94
3. Copy from the German Patent Register DE 43 07 142.2-27	Gripper for GMT processing		Inventors: Michael Tatomir, Thomas Fries, Gerd Baumer Granted: 05/11/94
1. Copies from the German, European and Japanese Patent Registers DE 42 08.670.1-16 EU 0561 151 JP 2.525.541	GMT bumper carrier		Inventors: Michael Tatomir, Bernd Freystedt Granted in Germany: 02/02/95

Company: Peguform GmbH

February 22, 1999

February 22, 1999

PROJECT PEGUFORM
Company: Peguform GmbH

LE - 3 Brand Names, Patents and Trademarks

Page: 4

Documents Reviewed	Invention	Pending Disputes	Comments
0. Copies from the German and European Patent Registers DE 42 19 397.4-43 EU 0569 711	Recycling of varnished plastic parts		Inventor: Dr. Axel Kamprath Granted in Germany: 12/23/93
1. Copies from the German and European Patent Registers DE 43 31 758.8-26 EU 0 643 995	Varnishing mask		Inventors: Sigfried Schloaz, W. Pichelmann Granted in Germany: 12/15/94
2. Copies from the German and European Patent Registers DE 44 01 874.6-12 EU 0 664 244	Spring element		Inventor: Joachim Amrhein Granted in Germany: 07/20/95
1. Copy from the German Patent Register DE 44 01 903.3-16	Lamination process		Inventors: Bernd Freystedt, Jörg Stiefel Granted: 12/01/94

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February 22, 1999

PROJECT PEGUFORM
Company: Peguform GmbH

LE-3 Brand Names, Patents and Trademarks

page: 5

Documents Reviewed	Invention	Pending Disputes	Comments
14. Copy from the German Patent Register DE 195 01 592.4-14	Device for disassembly		Inventor: Bernhard Kirsch Granted: 09/18/97
15. Copy from the German Patent Register DE 43 01 320.1-16	Jet mould to manufacture plastic parts (moulding pressure reduction)		Inventors: Bernd Ternes, Mr. Decken Granted: 05/05/94

1381

Documents Reviewed	Key Terms	Pricing Terms	Assignability	Termination	Default
License Agreement between MELEA (Sevens) Limited and Peguform dated 4/95.	Non-exclusive license to Peguform to use licensor's "gain technology" relating to gas-assisted plastic injection molding to manufacture and sell molding machines equipped with the "designated gas kit" in all countries except Japan.	US\$ 50,000.00 for each "designated gas kit"	No right to grant sub-licenses. Agreement is binding upon successors and assigns of MELEA; shall not be assigned by Peguform without the prior written consent of MELEA which consent shall not be unreasonably withheld. No change of control clause.	License is granted for the useful life of each "designated gas kit".	Limitation of remedies to 1.5% of royalties paid to MELEA.
License Agreement between Suiryo Plas Co., Ltd., Sumitomo Chemical Co., Ltd. and Peguform GmbH, Inerga S.A. (Spain) and Inerga S.A. (Czech Republic) dated 10/26/93.	Non-exclusive license to Peguform to use licensors' press molding process of certain thermoplastic resins to manufacture and sell certain products such as instrument panels, door trims, etc. Manufacturing is limited to	Yen 48 million plus running royalty of 4.5% of net sales value of products manufactured by licensees.	No right to grant sub-licenses. Assignment only upon prior written consent of licensors. Change of control clause. - <i>not in use</i>	10 years or expiry of patents, whatever is later.	

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LE - 4 Selected Contracts and Agreements

Page: 2

Documents Reviewed	Key Terms	Pricing Terms	Assignability	Termination	Default
	Germany, Spain and the Czech Republic, sale is limited to Germany, Italy, Spain, Portugal, Denmark, Ireland, Greece, Benelux, Sweden and Czech Republic. Licensees have to purchase the mold from defined manufacturers for confidentiality reasons.				
Single Machine License Agreement with Cinpres Technology dated 1/9/91.	Non-exclusive license to use technology for the production of plastic moldings having a smooth surface.	DM 15,000.00.	No right to grant sub-licenses. Assignment requires consent of all parties involved.		

PAUL LIBERMAN, PC-

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Baker & McKenzie

PROJECT PEGUFORM
Company: Peguform Bohemia

February 22, 1999

LE - 3 Brand Names, Patents and Trademarks
Page: 1

Documents Reviewed	Registration (Incl. Location).	Pending Disputes	Comments
Certificate issued by the Czech Office for Patents and Inventions dated April 1968, No. 157 983.	Combined international trademark "Plastimat" - 12 February 1988 the trademark was transferred to the state enterprise. On 31 Dec. 1990 the TM was transferred to PB.	No disputes.	
Certificate in French issued under the Madrid Treaty on the international registration of trademarks dated 2 April 1998.		No disputes.	
Application for the registration of Peguform filed with Czech Industrial Property Office on 7 July 1997.	Combined trademark - Peguform, location - Czech Republic.	No disputes.	Based on the information in the data room, the registration has not yet been effected.
Application for registration of the trademark filed with the Czech Industrial Property Office on 4 July 1997.	Combined trademark Peguform Bohemia, location - Czech Republic.	No disputes.	Based on the information in the data room, the registration has not yet been effected.
Application for registration of the trademark filed with the Czech Industrial Property Office on 4 July 1997.	Combined trademark Peguform Slovakia, location - Czech Republic.	No disputes.	Based on the information in the data room, the registration has not yet been effected.

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PROL & ASOCIADOS
ABOGADOS

LE3 BRAND NAMES, PATENTS AND TRADEMARKS

LE3.1 PATENTS. There is no information provided referred to this matter.

LE3.2 TRADEMARKS AND BRAND NAMES

LE3.2.1. REGISTRATIONS OF PEGUFORM IBÉRICA LOGO AND TRADE NAME.-

All the information provided are copies from official documentation referred to renovation of titles of brand names and trade marks from the Spanish Office for Patents and Trademarks (Oficina Española de Patentes y Marcas), to wit:

OWNER	DATE	OBJECT	TERM	DOC.N	CLASS (3)
P. IBERICA	Apr.20 98	Trade Name Peguform Ibérica and Logo	10 years (2)	213899	(1)
P. IBERICA	Apr.20 98	Peguform Ibérica Trademark	10 years	2106616	40
P. IBERICA	Jan.20 98	Peguform Iberica Trademark	10 years	2106017	42

(1) Where the class has not been provided is that it was illegible.

(2) Where no date has been provided is that the term lasts from the DATE column.

(3) The International Convention of Nice has been followed for classification numbers.

LE3.2.2 REGISTRATION OF INERGA S.A. TRADE NAME.-

All the information provided are copies from official documentation referred to renovation of titles of brand names and trade marks from the Spanish Office for Patents and Trademarks (Oficina Española de Patentes y Marcas) to wit:

PROL & ASOCIADOS
ABOGADOS

OWNER	DATE	OBJECT	TERM	DOC.N	CLASS
INERGA SA.	Oct 1 96	Brand name sign for all the plants (1)	10 years (2)	255210	(1)
INERGA SA	Apr 1 96	Renovation Trade Name	Ends Jan 5th 2001	illegible	-
INERGA SA	Jul 1 96	Renovation trade-mark	Ends Jan 5th 2001	MO 634430	01
INERGA SA	Oct 16 94	Renovation Trade-mark	Ends Jan 5th 2001	MO 634433	-
INERGA SA	Oct 16 94	Renovation Trade-mark	Ends Jan 5th 2001	MO 634436	22
INERGA SA	Mar 16 93	Renovation Trade-mark	Ends Jan 5th 2001	MO 634437	28

(1) Where the class has not been provided is that it was illegible.

(2) Where no date has been provided is that the term lasts from the DATE column.

LE3.2.3 REGISTRATIONS OF EUROTEC INERGA LOGO AND TRADE NAME

All the information provided are copies from official documentation referred to renovation of titles of brand names and trade marks from the Spanish Office for Patents and Trademarks (Oficina Española de Patentes y Marcas).

OWNER	DATE	OBJECT	TERM	DOC N	CLASS
INERGA SA	Oct 5 94	Logo and trade name Eurotec Iner-ga	10 years (1)	1784515	17
INERGA SA	Apr 26 96	Logo and trade name Eurotec Iner-ga	10 years (1)	1784516	19
INERGA SA	Oct 5 94	Logo and trade name Eurotec Iner-ga	10 years (1)	1784517	20
INERGA SA	Mar 4 94	Logo and trade name Eurotec Iner-ga	10 years (1)	1784518	39
INERGA SA	Mar 4 94	Logo and trade name Eurotec Iner-ga	10 years (1)	1784519	40
INERGA SA	Mar 4 94	Logo and Trade name Eurotec Iner-ga	10 years (1)	1784520	42

(1) Where no date has been provided is that the term lasts from the DATE column.

AEC-Bennett Facility, Macomb County, 34537 Bennett Drive, Fraser, Michigan, 48026

Legal description:

Parcel I

Lot 5, except the northerly 26 feet thereof, CATALLO INDUSTRIAL PARK, as recorded in Liber 77, Pages 1, 2 and 3 of Plats, Macomb County Records

Tax Item No. 11-32-276-007

Fraser No.: 33-078-004-00

Parcel II

Part of the northeast one-quarter of Section 32, town 2 North, Range 13 East, City of Fraser, Macomb County Michigan, being more particularly described as beginning at a point being 165.00 feet, south 89 degrees 50 minutes 16 seconds east 666.88 feet, south 00 degrees 15 minutes 20 seconds west from the north one-quarter corner of said Section 32; thence south 89 degrees 44 minutes 40 seconds east 310.00 feet; thence south 00 degrees 15 minutes 20 seconds west 304.00 feet; thence north 89 degrees 44 minutes 40 seconds west 310.00 feet; thence north 00 degrees 15 minutes 20 seconds east 304.00 feet to the point of beginning. Together with rights of ingress and egress over a parcel 70.00 in width described as beginning at a point being 165.00 feet south 89 degrees 50 minutes 16 seconds east and 666.88 feet south 00 degrees 15 minutes 20 seconds west 310.00 feet south 89 degrees 44 minutes 40 seconds east from the north one quarter corner of said section 32; thence continuing south 89 degrees 44 minutes 40 seconds east 70.00 feet; thence south 00 degrees 15 minutes 20 seconds west 304.00 feet; thence north 89 degrees 44 minutes 40 seconds west 70.00 feet; thence north 00 degrees 15 minutes 20 seconds east 304.00 feet to the point of beginning, also subject to the rights of ingress and egress over a parcel described as beginning at a point on the north line of said section 32, 475.00 feet south 89 degrees 50 minutes 16 seconds east from the north one-quarter corner of said section 32; thence continuing south 89 degrees 50 minutes 16 seconds east 70.00 feet; thence south 00 degrees 15 minutes 20 seconds west 667.50 feet; thence north 89 degrees 44 minutes 40 seconds west 70.00 feet; thence north 00 degrees 15 minutes 20 seconds east 667.38 feet to the point of beginning.

Tax Item No: 11-32-2-1-013

Fraser No. 33-003-010-80

EXHIBIT "C"

(See Section 3.8 of Security Agreement)

Legal description, county and street address of property on which fixtures are located:

Facility, County and Address of Record

AEC-Bennett Facility, Macomb County, 34537 Bennett Drive, Fraser, Michigan, 48026

Almont Facility, Lapeer County, 4641 Van Dyke, Almont, Michigan, 48003

Almont Facility II, Lapeer County, 4701 South Van Dyke, Almont, Michigan, 48003

Commerce Facility, Macomb County, 34410 Commerce, Fraser, Michigan, 48026

Conneaut Facility, Ashtabula County, 333 Gore Road, Conneaut, Ohio, 44030

Doreka Facilities, Macomb County, 33714 & 33716 Doreka, Fraser, Michigan, 48026

Grand Blanc Facility, Genesee County, 10230 North Holly Road, Grand Blanc, Michigan, 48439

Grand Rapids Complex, Kent County, 5015 52nd Street, Grand Rapids, Michigan, 49512

Grand Rapids Complex Assembly Warehouse, Kent County, 3739 Patterson Avenue, Grand Rapids, Michigan, 49512

Grand Rapids Complex Shipping Warehouse, Kent County, 5050 Kendrick Court, SE, Grand Rapids, Michigan, 49512

Groesbeck Facility, Macomb County, 35135 Groesbeck, Clinton Township, Michigan, 48035

Harper Facility, Macomb County, 34501 Harper, Clinton Township, Michigan, 48035

Hartford City Facility, Blackford County, 1701 West McDonald Street, Hartford City, Indiana, 47348

Hillsdale Facility, Hillsdale County, 29 Superior Street, Hillsdale, Michigan, 49242

Hopkinsville Complex, Christian County, 2400 Bradshaw Road, Hopkinsville, Kentucky, 42240

Hopkinsville Complex Warehouse, Christian County, 2230 B Pembroke Road, Hopkinsville, Kentucky, 42240

Lancaster Facility, Fairfield County, 2109 Commerce Street, Lancaster, Ohio, 43130

Madison Facility, Jefferson County, 3000 Michigan Avenue, Madison, Indiana, 47250

Masonic Facility, Macomb County, 17085 Masonic, Fraser, Michigan 48026

Malyn Warehouse Complex, Macomb County, 17400 Malyn, Fraser, Michigan, 48026

Malyn Warehouse Complex, Macomb County, 17350 Fraser, Michigan, 48026

Malyn Warehouse Complex, Macomb County, 17300, Fraser, Michigan, 48026

VENTURE AUTOMOTIVE CORP.
Genesee County, G-3367 Corunna Road, Flint, Michigan, 48532

Portland Facility, Jay County, 400 South Bridge Street, Portland, Indiana, 47371

Redford Facility, Wayne County, 12265 Dixie Highway, Redford, Michigan, 48239

Seabrook Facility, Rockingham County, 700 Lafayette Road, Route 1, Seabrook, New Hampshire, 03874

Service Center, Macomb County, 34673 Bennett, Fraser, Michigan, 48026

Technical Center, Macomb County, 33662 James J. Pompo, Fraser, Michigan, 48026

Troy Center, Oakland County, 1940 Barrett, Troy, Michigan, 48083

Troy Product Development Center, Oakland County, 1027 East 14 Mile Road, Troy, Michigan, 48083

Venture Canada Facility, Kent County, 6941 Baseline Road, Wallaceburg, Ontario, N8A-4L5, Canada

Almont Facility, Lapeer County, 4641 Van Dyke, Almont, Michigan, 48003

Legal description:

01 40 203 000 00 T6N R12E BARNES ACRES LOT 4 AND COM SW COR LOT 5,
TH N ALONG HWY R/W 100 FT, N 85 DEG 37'31" E 285.02 FT, TH S 32 DEG
47'21" E 130 FT ALONG E LOT LN, TH N 69 DEG 17' W 300 FT ALONG S
LOT LN TO POB SPLIT FROM LOT 5 93

Commerce Facility, Macomb County, 34410 Commerce, Fraser, Michigan, 48026

Legal description:

Situated in the City of Fraser, Macomb County, Michigan, described
as:

The West 325 feet of Lots 44 through 50, both inclusive, FRASER
INDUSTRIAL SUBDIVISION, according to the plat thereof as recorded
in Liber 58, pages 43 and 44 of Plats, Macomb County Records.

Doreka Facility, Macomb County, 33714 & 33716 Doreka, Fraser, Michigan, 48026

Legal description:

Premises situated in the City of Fraser, County of Macomb, State of
Michigan, to-wit:

A 9,130 square foot unit of a multi tenant building more
commonly known as: 33714 and 33716 Doreka, Fraser, Michigan

Grand Blanc Facility, Genesee County, 10230 North Holly Road, Grand Blanc, Michigan, 48439

Legal description:

Part of East 1/2 of Section 33, Township 6 North, Range 7 East, described as follows: Beginning at East 1/4 corner of said Section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 1000.38 feet along the East line of section; thence South 89 degrees 24 minutes 09 seconds West 1332.25 feet; thence South 00 degrees 08 minutes 38 seconds East 994.10 feet; thence South 00 degrees 04 minutes 29 seconds East 315.53 feet; thence North 89 degrees 24 minutes 11 seconds East 1331.32 feet; thence North 309.26 feet along the East line of said section to the point of beginning.

Except commencing at the East 1/4 corner of said section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 1000.38 feet along the East line of Section; thence South 89 degrees 24 minutes 09 seconds West 270.00 feet; thence South 00 degrees 35 minutes 51 seconds East 20.00 feet to the point of beginning, thence South 00 degrees 35 minutes 51 seconds East 110.00 feet; thence South 89 degrees 24 minutes 09 seconds West 100.00 feet; thence North 00 degrees 35 minutes 51 seconds West 110.00 feet; thence North 89 degrees 24 minutes 09 seconds East 100.00 feet to point of beginning.

TOGETHER WITH A 20.00 foot easement for water main purposes over, under and across the following: Commencing at the East 1/4 corner of said section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 980.38 feet along the East line of Section to the point of beginning; thence South 89 degrees 24 minutes 09 seconds West 269.85 feet; thence South 00 degrees 35 minutes 51 seconds East 20.00 feet; thence North 89 degrees 24 minutes 09 seconds East 269.70 feet; thence North 00 degrees 08 minutes 16 seconds West 20.00 feet to point of beginning.

TOGETHER WITH A 66.00 foot easement for ingress and egress purposes over, under, and across the above described property. Said easement being 33.00 feet each side of the following described line: Commencing at the East 1/4 corner of said section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 672.98 feet along the East line of section to point of beginning; thence South 89 degrees 24 minutes 09 seconds West 226.24 feet; thence 295.00 feet along a tangential curve; concave to the North, having a radius of 313.00 feet and a central angle of 54 degrees 00 minutes 00 seconds; thence North 36 degrees 35 minutes 51 seconds West 76.54 feet; thence North 53 degrees 24 minutes 09 seconds East 45.94 feet; thence 73.83 feet along a tangential curve, concave to the South, having a radius of 117.50 feet and a central angle of 36 degrees 00 minutes 00 seconds; thence North 89 degrees 24 minutes 09 seconds East 50.84 feet to the terminus of said line. The side lines of said easement are prolonged or shortened to terminate at the appropriate lines of the above described property.

Grand Rapids Complex, Kent County, 5015 52nd Street, Grand Rapids, Michigan, 49512

Legal description:

That part of the Southwest fractional one-quarter, Section 30, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: BEGINNING at a point on the South line of said Section, which is North 90°00'00" East 382.00 feet from the Southwest corner of said section; thence North 00°36'24" West 550.00 feet parallel with the West line of said section; thence North 90°00'00" East 329.52 feet; thence South 00°12'15" West 550.00 feet along the West line of the East 1050.00 feet of said Southwest fractional one-quarter; thence South 90°00'00" West 321.80 feet along the South line of said section to the place of beginning.

Subject to highway right-of-way over the South 50.00 feet thereof.

Grand Rapids Complex Assembly Warehouse, Kent County, 3739 Patterson Avenue, Grand Rapids, Michigan, 49512

Legal description:

That part of the NE 1/4, Section 24, T6N, R11W, City of Kentwood, Kent County, Michigan, described as: Commencing at the NE 1/4 corner of Section 24; thence N89°56'17"E 700.00 feet along the North line of said NE 1/4; thence S00°03'43"E 618.21 feet to the Place of Beginning of this description; thence N89°53'38"E 443.55 feet along a line which is 660.00 feet North of (perpendicular measurement) and parallel with the North line of a C & O Railroad R.O.W.; thence N00°03'43"W 100.00 feet; thence N89°53'38"E 230.00 feet; thence S00°03'43"E 100.00 feet; thence N89°53'38"E 1250.58 feet; thence S02°43'42"E 660.69 feet along the West line of Patterson Avenue (100 feet wide); thence S89°53'53"W 1954.86 feet along the North line of the C & O Railroad R.O.W.; thence N00°03'43"W 660.00 feet to the place of beginning; together with an easement for railroad side track as contained in the instrument recorded in Liber 2045, Page 1107.

Grand Rapids Complex Shipping Warehouse, Kent County, 5050 Kendrick Court, SE, Grand Rapids, Michigan, 49512

Legal description:

Part of the Southwest fractional one-quarter and part of the Southeast one-quarter of Section 30, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: BEGINNING on the North-South one-quarter line, North 1°21'21" West 620.00 feet from the South one-quarter corner; thence South 88°27'24" West 1050.00 feet parallel with the South line of said section; thence North 1°21'21" West 1091.10 feet along the East line of Cascade Industrial Park Plat (recorded in Liber 80, Page 50, Kent County Records); thence North 88°29'51" East 1123.00 feet along a line being parallel with and 179.86 feet South of the South line of the North 40 acres of the Southwest fractional one-quarter of said section to a point being 73.00 feet East of the North-South one-quarter line; thence South 1°21'21" East 384.18 feet; thence South 88°28'41" West 73.00 feet along the North line of the South one-half of the Southeast one-quarter of said section; thence South 1°21'21" East 706.48 feet to the Place of Beginning.

TOGETHER with an easement for ingress-egress, public and private utilities over the West 50.00 feet of the East 310.00 feet of the South 620.00 feet of the Southwest fractional one-quarter of Section 30, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan.

Groesbeck Facility, Macomb County, 35135 Groesbeck, Clinton Township, Michigan, 48035

Legal description:

Township of Clinton

PARCEL 1: Lots 23, 24 and 25, PIPER'S FACTORY SITES NO. 1, according to the plat thereof as recorded in Plat Liber 8, Page 73, Macomb County Records.

PARCEL 2: A parcel of land located in and being a part of the Southwest 1/4 of section 28, Township 2 North, Range 13 East, and being more particularly described as follows: COMMENCING at a point 1311.03 feet South 88 degrees 23 minutes East from the Southwest corner of said section 28 and thence extending North 01 degrees 25 minutes East 273.0 feet, thence North 88 degrees 23 minutes West 85.55 feet; thence North 32 degrees 45 minutes East 222.21 feet recorded, and (222.63 feet measured), along the Southeasterly line of the Grand Trunk Western Railroad right of way, thence South 01 degrees 23 minutes West 453.20 feet along the Westerly line of Pipers Factory Sites No. 1, a subdivision of part of the Southwest 1/4 of section 28, as recorded in Plat Liber 8, page 73, Macomb County Records, thence North 88 degrees 23 minutes west 30.0 feet along with the south section line, also being the centerline of 15 Mile Road to point of beginning.

Harper Facility, Macomb County, 34501 Harper, Clinton Township, Michigan, 48035

Legal description:

Land in the Township of Clinton, County of Macomb, State of Michigan, described as:

Lots 4, 5, 6, 7, 8, 9 and 10, except portions thereof taken for the I-94 Expressway, and vacated Louise (Rinas) Street in Supervisor's Plat No. 1, part of the Northeast 1/4 of Section 35, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, according to the plat thereof a recorded in Liber 14 of Plats, page 23, Macomb County Records, and being more particularly described as: Beginning at the Southeasterly corner of said Lot 4; thence North 59 degrees 14 minutes 37 seconds West 510.73 feet to the Southwesterly corner of said Lot 4; thence North 07 degrees 37 minutes 37 seconds West along the Westerly line of said Supervisor's Plat No. 1, distance of 256.24 feet to a point on the I-94 Expressway right-of-way; thence along said right-of-way the following courses and distances North 39 degrees 39 minutes 49 seconds East 196.04 feet and North 49 degrees 03 minutes 43 seconds East 239.01 feet and North 61 degrees 04 minutes 48 seconds East 211.49 feet and North 72 degrees 24 minutes 48 seconds East, 211.49 feet and North 88 degrees 44 minutes 57 seconds East 149.02 feet and South 69 degrees 54 minutes 46 seconds East, 149.02 feet and South 59 degrees 14 minutes 37 seconds East, 17.25 feet to a point on the right-of-way of Harper Avenue (as widened 1/2 equals 60 feet wide); thence along said right-of-way South 30 degrees 45 minutes 23 seconds West 252.66 feet; thence North 88 degrees 27 minutes 53 seconds East, 31.94 feet to a point on the platted right-of-way of said Harper Avenue (1/2 equals 33 feet wide); thence along said right-of-way South 30 degrees 45 minutes 23 seconds West 833.00 feet to the point of beginning.

Hartford City Facility, Blackford County, 1701 West McDonald Street, Hartford City, Indiana,
47348

Real estate located in Licking Township, Blackford County, Indiana as described in the continuation of Schedule A attached hereto and made a part hereof.

A part of the Southwest Quarter and a part of the Northwest Quarter of Section 10, Township 23 North, Range 10 East;

ALSO a part of the Southeast Quarter and a part of the Northeast Quarter of Section 9, Township 23 North, Range 10 East in Licking Township, Blackford County, Indiana, described as follows:

Beginning at a point on the south line of the Northwest Quarter of Section 10, Township 23 North, Range 10 East, said point being North 89 degrees 50 minutes 07 seconds East 40.00 feet (assumed bearing) from the southwest corner of said Quarter Section; thence North 00 degrees 00 minutes 00 seconds 50.00 feet parallel with the west line of said quarter section; thence North 89 degrees 50 minutes 07 seconds East 595.00 feet, thence North 00 degrees 00 minutes 00 seconds 941.57 feet to the south line of McDonald Street; thence North 89 degrees 56 minutes 11 seconds West 595.00 feet to a point 40 feet East of the west line of said quarter section; thence South 00 degrees 00 minutes 00 seconds 248.35 feet to a point on the southerly right-of-way line of Maynard Street extended East; thence North 90 degrees 00 minutes 00 seconds West 530.50 feet along said right-of-way line into the Northeast Quarter of Section 9, Township 23 North, Range 10 East to the center line of the railroad switch to the Bathey Manufacturing Company; thence South 00 degrees 02 minutes 06 seconds West 585.77 feet along said center line to the point of beginning of a curve, said point being North 89 degrees 57 minutes 54 seconds West 649.74 feet from the radius of said curve; thence Southeasterly 460.26 feet along said curve to a point that is south 49 degrees 26 minutes 54 seconds West 649.74 feet from the radius of said curve, said point being where said curve intersects the northerly right-of-way line of a railroad (Formerly the Pittsburg, Cincinnati & St. Louis Railroad); thence South 64 degrees 43 minutes 51 seconds East 426.87 feet along said northerly line to a point, said point being in the Southwest Quarter, of Section 10, Township 23 North, Range 10 East and being 40 feet easterly from the west line of said Quarter Section; thence North 01 degrees 28 minutes 00 seconds West 441.05 feet to the point of beginning.

SENT BY:

5-26-99 : 5:39PM : PAUL LIEBERMAN, PC-

313 568 6658:#11/20

Hillsdale Facility, Hillsdale County, 29 Superior Street, Hillsdale, Michigan, 49242

PARCEL A: A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN, INCLUDING A PART OF LOT 157, CLOVER HILL ADDITION, BEING PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS ON PAGE 36, HILLSDALE COUNTY RECORDS, DESCRIBED AS:

COMMENCING AT THE CENTER OF SAID SECTION 26; THENCE EAST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26, 337.00 FEET; THENCE NORTH 00 DEGREES 34' 10" EAST, 33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 34' 10" EAST ALONG THE EAST LINE OF SUPERIOR STREET (BEING 66 FEET WIDE), 847.30 FEET; THENCE SOUTH 60 DEGREES 05' 51" EAST 320.77 FEET; THENCE SOUTH 00 DEGREES 34' 10" WEST 37.85 FEET; THENCE SOUTH 60 DEGREES 05' 51" EAST, 22.93 FEET; THENCE NORTH 89 DEGREES 09' 09" EAST, 280.00 FEET; THENCE SOUTH 00 DEGREES 16' 10" WEST 310.63 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY (CURVE DATA: DELTA 05 DEGREES 47' 26", RADIUS 3786.83 FEET, ARC 382.72' CHORD 382.56 FEET, TAN 191.52 FEET, CHORD BEARING SOUTH 76 DEGREES 15' 14" EAST) 382.72 FEET TO THE WEST LINE OF WOLCOTT STREET (BEING 66 FEET WIDE); THENCE SOUTH 00 DEGREES 38' 16" WEST ALONG THE WEST LINE OF WOLCOTT STREET, 67.04 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY (CURVE DATA: DELTA 06 DEGREES 59' 22", RADIUS 3852.83 FEET, ARC 470.01 FEET, CHORD 469.72 FEET, TAN 235.23 FEET, CHORD BEARING NORTH 75 DEGREES 49' 53" WEST), 470.01 FEET; THENCE SOUTH 00 DEGREES 16' 10" WEST 218.58 FEET TO THE NORTH LINE OF BACON STREET (BEING 66 FEET WIDE); THENCE WEST ALONG THE NORTH LINE OF BACON STREET, 215.58 FEET; THENCE NORTH 00 DEGREES 34' 10" EAST, 178.25 FEET; THENCE WEST 144.92 FEET; THENCE SOUTH 00 DEGREES 34' 10" WEST 178.25 FEET TO THE NORTH LINE OF BACON STREET; THENCE WEST ALONG THE NORTH LINE OF BACON STREET 138.08 FEET TO THE POINT OF BEGINNING.

PARCEL B: A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN, INCLUDING A PART OF LOT 157, CLOVER HILL ADDITION, BEING PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS ON PAGE 36, HILLSDALE COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE CENTER OF SAID SECTION 26; THENCE EAST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26, 271.00 FEET; THENCE NORTH 00 DEGREES 34' 10" EAST, ALONG THE WEST LINE OF SUPERIOR STREET (BEING 66 FEET WIDE), 631.43 FEET TO THE NORTH LINE OF THE NEW YORK CENTRAL RAILROAD RIGHT OF WAY (BEING 100 FEET WIDE) THE POINT OF BEGINNING; THENCE NORTH 66 DEGREES 57' 11" WEST ALONG THE NORTH LINE OF SAID NEW YORK CENTRAL RAILROAD, 293.27 FEET; THENCE NORTH 00 DEGREES 34' 10" EAST, 153.00 FEET; THENCE NORTH 89 DEGREES 09' 09" EAST 271.07 FEET TO THE WEST LINE OF SAID SUPERIOR STREET; THENCE SOUTH 00 DEGREES 34' 10" WEST ALONG THE WEST LINE OF SAID SUPERIOR STREET, 271.82 FEET TO THE POINT OF BEGINNING.

PARCEL C: LOTS 57, 58, 59, 60, 61, 62, 63, AND 64, PART OF HAYWARD PROPERTY ON MARION STREET OF CLOVER HILL ADDITION-FIRST WARD, ACCORDING TO THE RECORDED PLAT THEREOF.

PARCEL D: COMMENCING AT THE CENTER POST OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN, THENCE NORTH 89 DEGREES 16' EAST ALONG THE CENTERLINE OF BACON STREET A DISTANCE OF 475.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 16' EAST A DISTANCE OF 144.92 FEET; THENCE NORTH A DISTANCE OF 211.25 FEET; THENCE SOUTH 89 DEGREES 16' WEST A DISTANCE OF 144.92 FEET; THENCE SOUTH A DISTANCE OF 211.25 FEET TO THE POINT OF BEGINNING, SUBJECT TO THE BACON STREET RIGHT-OF-WAY ON THE SOUTH 33 FEET THEREOF.

PARCEL E: COMMENCING AT A POINT ON THE WESTERLY LINE OF WOLCOTT STREET, AT A POINT WHERE THE NORTHERLY RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD CROSSES WOLCOTT STREET; THENCE NORTH ON THE WEST LINE OF WOLCOTT STREET 330 FEET; THENCE WEST AT RIGHT ANGLES 100 FEET; THENCE NORTH AT RIGHT ANGLES 150 FEET; THENCE WEST AT RIGHT ANGLES 276 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE NORTHERLY LINE OF THE NEW YORK CENTRAL RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ALONG THE RIGHT-OF-WAY TO THE POINT OF BEGINNING; WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, UNPLATTED FIRST WARD IN THE CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN

TAX ROLL NUMBER: #30-006-126-253-10

TAX ROLL NUMBER: 30-006-126-251-04

TAX ROLL NUMBER: #30-006-126-258-02

TAX ROLL NUMBER: #30-006-126-256-01

IFA TAX NUMBER: #30-006-986-503-00

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PAGE.11

TRADEMARK
REEL: 001944 FRAME: 0350

Hopkinsville Complex, Christian County, 2400 Bradshaw Road, Hopkinsville, Kentucky, 42240

Legal description:

A certain tract of land in Christian County, Kentucky, as shown by the plat of reference in Plat Cabinet 1, File 297, Christian County, Kentucky, Clark's Office, said property being more fully described as follows, to-wit:

BEGINNING at a metal fence post at the intersection of the Easterly right-of-way of Kentucky 109 (Bradshaw Road) and the Northerly boundary line of the L & N Railroad Spur Line; thence with the Easterly right-of-way of Kentucky 109 North 33°13'39" West - 791.72 feet to a metal fence post; thence with a new line North 56°51'45" East - 747.22 feet to a metal fence post; thence with a new line South 33°08'15" East - 722.68 feet to a metal fence post; thence with a new line south 56°51'45" West - 52.37 feet to a metal fence post; thence with a new line South 32°19'07" East - 118.42 feet to a metal fence post in the Northerly boundary line of L & N Railroad Spur Line; thence with said boundary line being parallel and 25 feet from center of railroad track, in a series of chords, South 50°41'43" West - 92.96 feet, South 51°29'10" West - 58.73 feet, South 53°58'07" West - 61.30 feet, South 58°12'23" West - 247.08 feet, South 61°25'08" West - 77.11 feet South, 70°43'27" West - 79.46 feet - South 82°01'09" West - 87.02 feet to the BEGINNING, containing 14.367 acres more or less and being subject to right-of-ways and easements of record and in existence, as per survey of Merryman Engineering and Surveying Company, dated June 9, 1981.

BEING the same property conveyed to C & F Stamping Company, Inc., a Michigan corporation, by deed dated the 8th day of March, 1982, from USM Corporation (same as United Shoe Machinery Corporation), a New Jersey corporation, and of record in Deed Book 421, Page 225, Christian County, Kentucky, Clerk's Office.

Hopkinsville Complex Warehouse, Christian County, 2230 B Pembroke Road, Hopkinsville,
Kentucky, 42240

Legal description:

TRACT NO. 1

Property located in Christian County, Kentucky, approximately 2.0 miles East of Hopkinsville, Kentucky, on the North side of U. S. 41.

Beginning at an iron stake in the North right of way of U. S. 41 and being the Southwest corner of Mullins-Ky., Inc. property, stake also being a corner of C. G. Boyd property; Thence North 01 degrees 58 minutes 40 seconds West along the centerline of Old Edwards Mill Lane, 582.64 feet to an axle; Thence North 34 degrees 22 minutes 20 seconds East with said centerline 37.85 feet to another axle; Thence North 82 degrees 03 minutes 00 seconds East with centerline of Old Edwards Mill Lane 567.18 feet to an iron stake; Thence South 19 degrees 01 minutes 00 seconds West with a centerline between Tract Nos. 1 & 2, 411.62 feet to an iron stake; Thence with next four calls between said tract; Thence S 67 deg. 29 min. 10 sec. E, 23.72 ft. to an iron stake; Thence S 51 deg. 48 min. 00 sec. E, 95.05 ft. to an iron stake; Thence S 71 deg. 06 min. 40 sec. E, 50.95 ft., to an iron stake; Thence S 22 deg. 28 min. 50 sec. W, 423.06 ft. to an iron stake in the North right of way of U. S. 41; Thence North 67 degrees 13 minutes 22 seconds West with said right of way 445.98 feet to the beginning. Property containing 8.62 acres, more or less.

TRACT NO. 2

Property located in Christian County, Kentucky, approximately 2.0 miles East of Hopkinsville, Kentucky, on the North side of U. S. 41.

Beginning at an iron stake in the North right of way of U. S. 41, being a corner between Tract Nos. 1 & 2 of Mullins-Ky., Inc. property stake also being South 67 degrees 13 minutes 22 seconds East 445.98 feet from the C. G. Boyd property; Thence North 22 degrees 28 minutes 50 seconds East with a line between Tract Nos. 1 & 2 of before said property 423.06 feet to an iron stake; Thence with said line next four calls; Thence N 71 deg. 06 min. 40 sec. W, 50.95 ft. to an iron stake; Thence N 51 deg. 48 min. 00 sec. W, 95.05 ft. to an iron stake; Thence N. 67 deg. 29 min. 10 sec. 23.72 ft. to an iron stake; Thence N 19 deg. 01 min. 00 sec. E, 411.62 ft. to the centerline of Old Edwards Mill Lane; Thence North 82 degrees 03 minutes 00 seconds East with centerline of said 395.90 feet to an iron stake; Thence South 20 degrees 22 minutes 25 seconds West leaving said lane with the East line of Mullins property 1,033.64 feet to an iron stake in the right of way of U. S. 41; Thence South 19 degrees 00 minutes 47 seconds West with said right of way 25.00 feet to an iron stake; Thence North 67 degrees 13 minutes 22 seconds West with U. S. 41 right of way 190.35 feet to the beginning. Property containing 5.96 acres, more or less.

All according to the survey of Charles W. Billingsley Surveying Company dated December 22, 1980; as revised April 27, 1981.

BEING a portion of the same property conveyed to Pauline Wechsler, Trustee, by Deed from Mullins-Kentucky, Inc., a Kentucky corporation, dated June 27, 1980, and recorded in Deed Book 413, at page 390, Office of the Christian County, Kentucky, Court Clerk on the 28th day of July, 1980, at 2:46 p.m.

Being the same property conveyed to Hopkinsville Associates, A Limited Partnership, a Maryland limited partnership, by deed from Pauline Wechsler, Trustee, dated August 31, 1980 and recorded in Deed Book 418, at page 044, Office of the Christian County, Kentucky, Court Clerk on the 5th day of June, 1981.

*See plat in plat cabinet number 1, page 296 of said Clerk's office

Lancaster Facility, Fairfield County, 2109 Commerce Street, Lancaster, Ohio, 43130
PARCEL I

SITUATED IN THE STATE OF OHIO, FAIRFIELD COUNTY, TOWNSHIP 14,
CITY OF LANCASTER:

BEING THE SAME PROPERTY DESCRIBED AS 18.82 ACRES IN DEED VOLUME
AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR SET ON THE NORTH LINE OF COMMERCE
POINT BEING NORTH A DISTANCE OF 1275.3 FEET AND NORTH 89 DEGREE
DISTANCE OF 1712.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 4.

THENCE NORTH 89 DEGREES 59' 30" WEST A DISTANCE OF 874.85 FEET
(DEED) TO A 5/8 INCH IRON PIPE FOUND ON THE NORTH LINE OF COMME

THENCE NORTH 00 DEGREES 31' 00" WEST A DISTANCE OF 851.80 FEET

(DEED) TO A 5/8 INCH IRON PIPE FOUND;

THENCE WITH THE SOUTH LINE OF THE INDIANA AND OHIO CENTRAL RAILROAD
(OF THE CENTERLINE) NORTH 78 DEGREES 24' 50" EAST A DISTANCE OF
FEET BY DEED) TO A POINT ON SAID RAILROAD LINE AND THE NORTHEAST
ACRE TRACT;

THENCE WITH THE WEST LINE OF SAID 3.598 ACRES, SOUTH 00 DEGREE
DISTANCE OF 1029.75 FEET (1029.58 FEET BY DEED) TO THE POINT C.
CONTAINING 18.831 ACRES.

BEARINGS ARE BASED ON THE WEST LINE OF THE 18.82 ACRE TRACT DEED
PAGE 501 BEING NORTH 00 DEGREES 31' 00" WEST.

PARCEL II

SITUATED IN THE STATE OF OHIO, FAIRFIELD COUNTY, TOWNSHIP 14,
CITY OF LANCASTER:

BEING THE SAME PROPERTY DESCRIBED AS 3.598 ACRES IN DEED VOLUME
BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR SET ON THE NORTH LINE OF COMMERCE
BEING NORTH A DISTANCE OF 1275.3 FEET AND NORTH 89 DEGREES 59'
OF 1562.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 4;

THENCE NORTH 89 DEGREES 59' 30" WEST A DISTANCE OF 150.00 FEET
TO A 5/8 INCH REBAR SET ON THE NORTH LINE OF COMMERCE DRIVE; TH
52' 05" WEST A DISTANCE OF 1029.75 FEET (1029.58 FEET BY DEED);
SOUTH LINE OF THE INDIANA AND OHIO CENTRAL RAILROAD AND THE N
18.831 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF THE INDIANA AND OHIO CENTRAL RAIL
OF THE CENTERLINE) NORTH 78 DEGREES 24' 50" EAST A DISTANCE OF
FEET BY DEED) TO A 5/8 INCH IRON PIPE FOUND AT THE NORTHEAST
ACRE TRACT;

THENCE WITH THE EAST LINE OF SAID 3.598 ACRES, SOUTH 00 DEGREES
DISTANCE OF 1060.43 FEET (1060.28 FEET BY DEED) TO THE POINT C
CONTAINING 3.598 ACRES.

Madison Facility, Jefferson County, 3000 Michigan Avenue, Madison, Indiana, 47250

TRACT 1:

Being a part of the Southwest quarter of Section 14, Township 4 North, Range 10 East located in Madison Township of Jefferson County, Indiana described as follows:

Commencing at a brass pin (found) at the southwest corner of the Southwest quarter of Section 14, Township 4 North, Range 10 East; thence south 86 degrees 00 minutes 45 seconds east (grid bearing relative to the Indiana State Plane Coordinate System, East Zone), 3.96 feet with the south line of Section 14 to a point in the centerline of Michigan Road (formerly U. S. Highway 421, formerly State Highway #29) and the actual point of beginning; (said point being on a circular curve from which the radius point of said curve bears south 88 degrees 34 minutes 25 seconds east, 8594.37 feet); thence northerly on said centerline and a circular curve having a central angle of 01 degree 59 minutes 05 seconds, radius 8594.37 feet, arc length 297.69 feet and chord bearing north 02 degrees 25 minutes 07 seconds east, 297.67 feet to a point; thence south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed), 50.04 feet to a re-bar found on the east right-of-way of Michigan Road; thence continuing south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed), 300.00 feet to a re-bar found; thence north 04 degrees 00 minutes 50 seconds east 176.00 feet to a re-bar found at the south line of the Faith Lutheran Church property; thence south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed), 180.16 feet to a steel T-bar; thence south 00 degrees 39 minutes 50 seconds west 469.95 feet to a steel T-bar on the north right-of-way line of Ivy Tech Drive (formerly Satan Lane); thence south 00 degrees 39 minutes 50 seconds west 30.05 feet to the section line; thence north 86 degrees 00 minutes 45 seconds west 550.49 feet to the point of beginning.

This tract contains 4.6451 acres (with 0.3431 acres lying inside the right-of-way of Michigan Road and 0.3445 acres lying inside the right-of-way of Ivy Tech Drive (formerly Satan Lane).

TRACT 2:

A part of the Southwest quarter of Section 14, Township 4 North, Range 10 East located in Madison Township of Jefferson County, Indiana, also being a part of Lot No. 1 in Ringwald Addition, the plat of which is recorded in Plat Book 1, Page 12A., in the Recorder's Office, Jefferson County, Indiana, described as follows:

Commencing at the northwest corner of said lot; thence south along the west line of said lot and the east right-of-way line of Michigan Road a distance of 176 feet to a point; thence east a distance of 300 feet to a point; thence north a distance of 176 feet to a point; thence west 300 feet to the place of beginning.

Which real estate has been found by survey to be more accurately described as follows:

Being a part of the Southwest quarter of Section 14, Township 4 North, Range 10 East, Madison Township, Jefferson County, Indiana described as follows: Commencing at a brass pin (found) at the southwest corner of the Southwest quarter of Section 14, Township 4 North, Range 10 East; thence south 86 degrees 00 minutes 45 seconds east (grid bearing relative to the Indiana State Plane Coordinate System-East Zone), 3.96 feet with the South line of Section 14 to a point in the centerline of Michigan Road (formerly U. S. Highway #421, formerly State Highway #29), said point being on a circular curve from which the radius point of said curve bears south 88 degrees 34 minutes 25 seconds east 8594.37 feet; thence northerly on said centerline and a circular curve having a central angle of 01 degree 59 minutes 05 seconds radius 8594.37 feet, arc length 297.69 feet and chord bearing north 02 degrees 25 minutes 07 seconds east 297.67 feet to a point on said curve from which the radius point bears south 86 degrees 35 minutes 20 seconds east 8594.37 feet and the actual point of beginning; thence continuing on said circular curve having a central angle of 01 degree 10 minutes 24 seconds, radius 8594.37 feet, arc length 176.01 feet and chord bearing north 03 degrees 59 minutes 52 seconds east 176.00 feet to a point from which the radius point bears south 85 degrees 24 minutes 57 seconds east 8594.37 feet; thence south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed) 50.09 feet to a steel T-bar at the intersection of the north line of Lot #1 of the Ringwald Addition, see Plat Book 2, Page 17, and the easterly right-of-way of Michigan Road; thence continuing with the north line of Lot #1 of Ringwald Addition south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed) 300.00 feet to steel T-bar; thence south 04 degrees 00 minutes 50 seconds west 176.00 feet to a re-bar; thence north 88 degrees 46 minutes 44 seconds west (north 86 degrees 46 minutes 44 seconds west by deed) 300.00 feet to a re-bar found; thence continuing north 88 degrees 46 minutes 44 seconds west (north 86 degrees 46 minutes 44 seconds west by deed) 50.04 feet to a northwest corner of the first tract described above and the point and place of beginning of this tract.

This tract contains 1.212 acres along with 0.202 acres lying inside of the right-of-way of Michigan Road for a total of 1.414 acres.

Masonic Facility, Macomb County, 17085 Masonic, Fraser, Michigan 48026

Legal description:

Situated in City of Fraser, Macomb County, State of Michigan.

Parcel A: Part of Lot 96, assessor's Plat No. 5, as recorded in Liber 14, Page 29 of Plats, Macomb County Records, described as follows: Beginning at Southeast corner of Lot 96; Thence South 88 degrees 30 minutes 47 seconds West, 575 feet along South line of Lot 96; Thence North 01 degree 37 minutes 36 Seconds West, 310.6 feet, North 01 degree 35 minutes 03 seconds West, 309.98 feet calculated; Thence North 88 degrees 30 minutes 47 seconds East, 759.96 feet, 760.76 feet calculated along North line of Lot 96; Thence South 29 degrees 22 minutes 28 seconds West, 362.0 feet, 361.10 feet calculated along Northwesterly Right Of Way line, Grand Trunk Western Railroad, to Point of Beginning, being same land as Parcel A described in Urban Land Consultants Survey No. 84259-2296, dated August 5, 1985 and up-dated on September 17, 1985; and Parcel B: Part of Lot 91, Assessor's Plat No. 5, as recorded in Liber 14, Page 29 of Plats, Macomb County Records, described as follows: Beginning at the Southeasterly corner of said Lot 91; Thence along the South line of Lot 91, North 88 degrees 30 minutes 47 seconds West, 759.96 feet, 760.76 feet calculated; Thence North 01 degree 05 minutes 07 seconds West, 677.49 feet; Thence North 87 degrees 59 minutes 05 seconds East, 1167.34 feet; Thence along the Westerly line of The Grand Trunk Western Railroad and the Easterly line of said Lot 91, South 29 degrees 22 minutes 28 seconds West, 801.77 feet to the Point of Beginning, being same land as Parcel B described in Urban Land Consultants Survey No. 84259-22096, dated August 5, 1985 and up-dated September 17, 1985, except the North 30 feet thereof taken for road purposes.

Sidwell No. 33-008-032-10

Malyn Warehouse Complex, Macomb County, 17400 Malyn, Fraser, Michigan, 48026

Legal description:

Land in the City of Fraser, Macomb County, State of Michigan, being more particularly described as:

Lots 177 through 186 inclusive, of Fraser Industrial Subdivision as recorded in Liber 58, pages 43 and 44 of Plats, Macomb County Records.

Malyn Warehouse Complex, Macomb County, 17350 Fraser, Michigan, 48026

Legal description:

Land in the City of Fraser, Macomb County, State of Michigan, being more particularly described as:

Lots 169 through 176 inclusive, of Fraser Industrial Subdivision as recorded in Liber 58, pages 43 and 44 of Plats, Macomb County Records.

Malyn Warehouse Complex, Macomb County, 17300, Fraser, Michigan, 48026

Legal description:

Situated in the City of Fraser, Macomb County, Michigan
Lots 163 through 168, both inclusive, FRASER INDUSTRIAL
SUBDIVISION, according to the plat thereof as recorded in Liber 58,
pages 43 and 44, Macomb County Records.

Portland Facility, Jay County 400 South Bridge Street, Portland, Indiana, 47371

The following real estate in the Southeast Quarter of Section 20, Township 23 North, Range 14 East, Second Principal Meridian, Wayne Township, Jay County, Indiana, including Lots numbered 138 thru 163 inclusive located in the Original plat of South Portland, now City of Portland, Indiana.

ALSO, including the G.R. and I. Railroad ground and the acreage West of the railroad right of way as described and including proposed Third Street extension dedicated to the City of Portland, Indiana.

ALSO, vacated alleys and streets.

Commencing at an iron axle found at the northwest corner of Lot No. 157 of the Town of South Portland, now City of Portland, Indiana, where it intersects the east line of the G.R. and I. Railroad and the south line of the L.E. and W. railroad for the point of beginning; thence South 32 degrees 17 minutes 50 seconds East (assumed bearing) along the south right of way line of the L.E. and W. railroad a distance of 230.82 feet to an iron pin on the west line of Bridge Street; thence South 00 degrees 43 minutes 10 seconds West along the west line of Bridge Street a distance of 1317.61 feet to the southeast corner of Lot No. 138; thence South 89 degrees 35 minutes 10 seconds West along the south line of Lot No. 138 a distance of 148.00 feet to an iron pin at the southeast corner of Lot No. 161; thence South 00 degrees 04 minutes 10 seconds West along the west line of an alley a distance of 190.00 feet to an iron pin at the southeast corner of Lot No. 163; thence South 89 degrees 35 minutes 10 seconds West along the north line of an alley a distance of 123.73 feet to the southwest corner of Lot No. 162, being the east right of way line of the G.R. and I. Railroad; thence South 05 degrees 32 minutes 10 seconds West along the east right of way line of the G.R. and I. Railroad a distance of 181.30 feet to an iron pin on the south line of the Southeast Quarter of Section 20; thence North 89 degrees 45 minutes 54 seconds West along the south line of the Southeast Quarter of Section 20 a distance of 140.30 feet to an iron pin; thence North 05 degrees 32 minutes 08 seconds East a distance of 280.00 feet to an iron pin; thence North 89 degrees 45 minutes 54 seconds West parallel to the south line of the Southeast Quarter of Section 20 a distance of 135.00 feet to an iron pin; thence North 05 degrees 30 minutes 09 seconds East a distance of 1011.93 feet to an iron pin on the south line of vacated Union Street; thence South 89 degrees 48 minutes 52 seconds East along the south line of vacated Union Street where it intersects the West right of way line of the G.R. and I. Railroad a distance of 175.60 feet to an iron pin; thence North 05 degrees 32 minutes 08 seconds East along the west line of said railroad right of way a distance of 667.21 feet to an iron pin; North 15 degrees 54 minutes 54 seconds West along the West right of way line of said railroad a distance of 116.98 feet to an iron pin; thence North 50 degrees 08 minutes 11 seconds East along the West right of way line of said railroad a distance of 61.00 feet to an iron pin; thence North 05 degrees 32 minutes 08 seconds East along the West right of way line of said railroad a distance of 108.20 feet to an iron pin; thence South 77 degrees 57 minutes 45 seconds East a distance of 100.52 feet to an iron pin on the East right of way line of said railroad; thence South 05 degrees 32 minutes 10 seconds West along the East right of way line of said railroad a distance of 305.27 feet to the place of beginning.

TOGETHER WITH, those portions of vacated alleys and streets appurtenant to said real estate as vacated by Ordinance of Vacation 1989-8, recorded March 30, 1990 in Deed Record 77, page 762.

Service Center, Macomb County, 34673 Bennett, Fraser, Michigan, 48026

Legal description:

SOUTH 132 FEET OF LOT 3, EXCEPT THE WEST 100 FEET, CLARENCE BENNETT INDUSTRIAL PARK ACCORDING TO PLAT THEROF AS RECORDED IN LIBER 79, PAGES 14 THROUGH 17, BOTH INCLUSIVE OF PLATS, MACOMB COUNTY RECORDS.

Technical Center, Macomb County, 33662 James J. Pompo, Fraser, Michigan, 48026

Legal description:

Situated in the City of Fraser, Macomb County, Michigan Lot 13, and the West 13 feet of Lot 14, CATALLO INDUSTRIAL PARK SUBDIVISION, according to the plat thereof as recorded in Liber 77, pages 1, 2 and 3 of Plat, Macomb County Records.

Troy Center, Oakland County, 1940 Barrett, Troy, Michigan, 48083

Legal Description:

LAND IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS: A PART OF THE S.W. 1/4 OF SEC. 28, T 2 N, R 11 E, COMMENCING AT THE S.W. CORNER OF SAID SEC. 28; TH. S. 89 02" 00" E. 1336.66 FT. ALONG THE S. LINE OF SAID SEC.; TH. S 88 39' 00" E. 762.55 FT. ALONG THE S. LINE OF SAID SEC.; TH. N. 01 03' 00" E. 867.58 FT.; TO THE POINT OF BEGINNING; TH. N. 01 03' 00" E. 190.00 FT.; TH. S. 89 44' 00" E. 165.00 FT.; TH. S. 01 03" 00" W. 190.00 FT.; TH. N. 89 44' 00" W. 165.00 FT. TO THE POINT OF BEGINNING.

Venture Canada Facility, Kent County, 6941 Baseline Road, Wallaceburg, Ontario, N8A-4L5,
Canada

Legal description:

Part of Lot "A", Registered Plan 413, Designated as Part 1, Reference Plan 24R-2206, Town of Wallaceburg (formerly Township of Chatham Gore) in the County of Kent.

Seabrook Facility, Rockingham County, 700 Lafayette Road, Route 1, Seabrook, New Hampshire, 03874

Beginning at the northwest corner of the parcel at a stone bound on the easterly sideline of U.S. Route 1 (Lafayette Road) at the southwest corner of land of Mercer W. and Irene J. Trefethen, thence by said Trefethen land,

- 1) South 74° 23' 55" East 150.07 feet to a point, and
- 2) South 82° 34' 40" East 280.53 feet to a granite bound, and
- 3) North 09° 23' 25" East 185.07 feet to a granite bound at land of John L. & Jeanine L. Pope; thence by said Pope land
- 4) South 72° 13' 40" East 20.24 feet to an iron pipe in concrete at land of the heirs of Arthur A. Turcotte; thence by said Turcotte land and land of Ralph M. & Linda Wade Smith, land of Mark A. & Maurcen A. Perkins, land of Onsville A. Beal and land of Gary & Gail Nason
- 5) South 82° 15' 35" East 669.13 feet to a granite bound; thence by said Nason land
- 6) North 06° 27' 10" East 43.82 feet to an iron pipe at land of Arthur M. & Mary P. Aylward; thence by said Aylward land
- 7) South 89° 40' 40" East 318.27 feet to an iron pipe on the southwesterly sideline of "Dow's Lane"; thence by said sideline
- 8) South 39° 29' 40" East 237.30 feet to a point, and
- 9) South 40° 44' 40" East 205.52 feet to a point, and
- 10) South 56° 43' 20" East 146.30 feet to a point at land of the Town of Seabrook; thence by said Town land
- 11) South 83° 04' 35" West 75.94 feet to a point; thence by said Town land and land of Public Service Co. of New Hampshire & Properties, Inc.
- 12) South 10° 30' 40" West 924.65 feet to a point; thence by said Public Service Co. of New Hampshire & Properties, Inc. land
- 13) westerly by a curve to the right of 662. . . foot radius a distance of 669. 29 feet to a point, and
- 14) North 09° 20' 37" East 142.08 feet to a stone bound, and
- 15) North 87° 21' 45" West 35.35 feet to a stone bound, and
- 16) North 82° 05' 15" West 530.62 feet to a drill hole in a stone, and
- 17) North 84° 12' 50" West 39.48 feet to a point, and
- 18) North 68° 41' 24" West 242.51 feet to a granite bound with a brass disc at land of 692 Lafayette Road Seabrook Trust; thence by said 692 Lafayette Road Seabrook Trust land
- 19) North 06° 21' 05" East 837.49 feet to a granite bound, and
- 20) North 73° 21' 25" West 221.40 feet to a point, and
- 21) North 63° 09' 44" West 76.65 feet to a point, and
- 22) South 26° 50' 16" West 13.78 feet to a point, and
- 23) North 73° 21' 25" West 52.22 feet to a point on the easterly sideline of U.S. Route 1 (Lafayette Road); thence by said sideline
- 24) Northerly by a curve to the left of 900.00 foot radius a distance of 10.63 feet to a point of compound curvature, and
- 25) Northerly by a curve to the left of 675.00 foot radius a distance of 162.02 feet to the point of beginning.

Meaning and intending to describe the land shown as Tax Map 8, Parcel 55, on a plan entitled "Improvements Plan Prepared for Bailey Corporation, Seabrook, N.H.," dated July 10, 1996, Scale: 1" = 100', prepared by TF Moran, Inc.

EXHIBIT "D"
(See Sections 3.9 and 4.1.6 of Security Agreement)

EXISTING LIENS ON THE COLLATERAL

DEBTOR**SECURED PARTY**

Bailey Automotive Products
(Venture Holdings Corporation)

BayBank
NBD Bank

Bailey Corporation
(Venture Holdings Corporation)

BayBank
NBD Bank
Reko Tool Mould (1987) Inc.
General Electric Capital Corp.
Yankee Industrial Truck Corp.
Assignee: Hyster Credit Company
BayBank
BayBank
Assignee: BancBoston Leasing Inc.
Clarklift Corporation of Indiana
First United Leasing
National City Leasing Corporation
Star Financial Bank
Laval Tool & Mould
Premix/EMS Inc.

Bailey Transportation Products, Reko Tool Mould (1987) Inc.
Inc. (Venture Holdings Corporation)

NBD Bank

Director of Development State of Ohio

PNC Bank

Magid Glove and Safety Manufacturing Co. LLC

Ford Motor Credit Co.

Cargill Leasing Corporation

Financial Federal Credit Inc.

Forward Corporation

Ford Motor Credit Co.

G E Capital

Bailey Manufacturing Corporation Yankee Industrial Truck Corp.
(Venture Holdings Corporation) Assignee: Hyster Credit Company

Ford Equipment Leasing Co.

NBD Bank

Regal International Tool & Mould, Inc.

BGM Equipment Company, Inc. and Hyster Credit
Company

Laval Tool & Mould

Spartan Oil Corporation

Venture Holdings Corporation BancBoston Leasing Inc.
Assignee: Norwest Equipment Finance, Inc.

Laval Tool & Mould

Venture Holdings Corporation
(continued)

Norwest Equipment Finance Inc.
NBD Bank

Venture Industries Corporation

Regal International Tool & Mould, Inc.
Autostyle Plastics, Inc.
Laval Tool & Mould
NBD Bank
Caterpillar Financial Services
General Electric Capital Corp.
Ameritech Credit Corp.
Fleet Credit Corp.
Cincinnati Milacron Marketing Co.
IBM Credit Corp.
Virtual Services

Vemco, Inc.

Autostyle Plastics Inc.
Laval Tool & Mould
NBD Bank
General Electric Capital Corp.
Fleet Credit Corp.
Bancorp Group, Inc.

Vemco Leasing, Inc.

Autostyle Plastics Inc.
Laval Tool & Mould
NBD Bank

Vemco Leasing, Inc. (continued)	Fleet Credit Corp. General Electric Capital Corp.
Venture Industries Canada Ltd	Autostyle Plastics Inc. Laval Tool & Mould
Venture Leasing Company	Autostyle Plastics Inc. Laval Tool & Mould NBD Bank Fleet Credit Corp. General Electric Capital Corp.
Venture Mold & Engineering Corporation	Autostyle Plastics Inc. Laval Tool & Mould NBD Bank Fleet Credit Corp. General Electric Capital Corp.
Venture Service Company	Autostyle Plastics Inc. Laval Tool & Mould NBD Bank General Electric Capital Corp.
Peguform Iella Mexico S.A. de C.V.	Comerica Bank Mexico, S.A.
Liens related to Peguform capital leases	

EXHIBIT "E"
(See Section 3.1 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

Michigan:

State of Michigan
Genesee County
Kent County
Lapeer County
Macomb County
Oakland County
Wayne County

Ohio:

State of Ohio:
Ashtabula County
Fairfield County

Kentucky:

State of Kentucky
Christian County

New Hampshire:

State of New Hampshire
Rockingham County

Indiana:

State of Michigan
Jefferson County
Jay County
Blackford County

Country of Canada:
Kent County, Ontario

EXHIBIT "F"
(See Section 3.5 of Security Agreement)

ASSUMED NAMES

<u>Company</u>	<u>Assumed Name</u>
Experience Management LLC	Venture Management (Kentucky)
Vemco, Inc.	BM-Woodbridge Place XII, Inc.; Venture Grand Blanc (Michigan); Quantum Polymer Processors, Inc. (Michigan); Venture Grand Rapids (Michigan) Venture Hopkinsville (Kentucky)
Vemco Leasing, Inc.	Venture Western Michigan Ltd. (Kentucky)
Venture EU Corporation	None
Venture Europe, Inc.	None
Venture Holdings Company, LLC	None
Venture Holdings Corporation	Venture Merger Corporation; Bailey Corporation (Michigan); Bailey Manufacturing (New Hampshire); Venture – Seabrook (New Hampshire); Bailey Manufacturing Corporation (Michigan & Indiana); Bailey Automotive Products (Indiana)
Venture Holdings Trust	None
Venture Industries Canada Ltd.	None
Venture Industries Corporation	Venture Industries (Kentucky)
Venture Leasing Company	None
Venture Mold & Engineering	Venture Industries Technical Development Company

Venture Service Company

Equipment Maintenance and Leasing
Corporation (Michigan);
Venture Holding (Michigan);
Venture Advanced Engineering (Michigan);
Venture Advanced Engineering Group
(Michigan);
Venture Manufacturing Group (Michigan);
Venture Holdings Group (Michigan);
Venture Mold Group (Michigan);
Venture Sales Group (Michigan)

EXHIBIT "G"
(See Section 3.10 of Security Agreement)

FEDERAL EMPLOYER IDENTIFICATION NUMBERS

<u>Debtor</u>	<u>ID Number</u>
Experience Management LLC	38-3382308
Vemco, Inc.	38-2737797
Vemco Leasing, Inc.	38-2777324
Venture EU Corporation	38-3470019
Venture Europe, Inc.	38-3464213
Venture Holdings Company, LLC	38-3470015
Venture Holdings Corporation	38-2793543
Venture Holdings Trust	38-6530870
Venture Industries Canada Ltd.	N/A
Venture Industries Corporation	38-2034680
Venture Leasing Company	38-2777356
Venture Mold & Engineering	38-2556799
Venture Service Company	38-3024165