

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

**1. Name of conveying party(ies):**

See 1 in Addendum

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other Amended and Restated Security Agreement
- Merger
- Change of Name

Execution Date: 2/12/2004

**2. Name and address of receiving party(ies)**

Name: BANK OF AMERICA, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 231 SOUTH LASALLE STREET

City: Chicago State: IL Zip: 60604

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_

Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

**4. Application number(s) or registration number(s):**

A. Trademark Application No. (s)

See 2 in Addendum

B. Trademark Registration No. (s)

Additional number(s) attached  Yes  No

**5. Name and address of party to whom correspondence concerning document should be mailed:**

Name: Christopher H. Dore

Internal Address: Mayer Brown Rowe & Maw LLP

Street Address: 190 S. La Salle St.

City: Chicago State: IL Zip: 60603

**6. Total number of applications and registrations involved:** 7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

**8. Deposit account number:**

13-0019

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

**9. 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.*

Christopher Dore

Name of Person Signing

Signature

March 25, 2004

Date

Total number of pages including cover sheet, attachments, and document: 43

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks Box Assignments  
Washington, D.C. 20231

CH \$190.00 130019 75584131

**Attachment for Recordation Form Cover Sheet  
Trademarks Only (Form PTO-1594)**

1. a. PLASTECH ENGINEERED PRODUCTS, INC.  
PLASTECH DECORATING SYSTEMS, INC.  
PLASTECH EXTERIOR SYSTEMS, INC.  
MBS POLYMET, INC.  
LDM TECHNOLOGIES, INC.  
LDM HOLDING CANADA, INC.  
LDM HOLDING MEXICO, INC.  
PLASTECH FRENCHTOWN, INC.  
PLASTECH ROMULUS, INC.  
b. Corporation of Michigan  
c.  
d.
2. a. 75/584131  
75/584132  
75/743833  
76/141454  
b. 2644905 and 2285750

## AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement") dated as of February 12, 2004 is among PLASTECH ENGINEERED PRODUCTS, INC. (the "Company"), the other persons or entities which are listed on the signature pages hereof as debtors or which from time to time become parties hereto as debtors (collectively, including the Company, the "Debtors" and individually each a "Debtor") and BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as collateral agent for the Creditors referred to below (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Company has entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "First Lien Credit Agreement") with various financial institutions and Bank of America, as administrative agent (in such capacity, the "First Lien Credit Agreement Agent"), pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Company;

WHEREAS, the Company, various financial institutions and Goldman Sachs Credit Partners L.P., as administrative agent (in such capacity, the "Second Lien Credit Agreement Agent"), have entered into a Credit Agreement dated as of the date hereof providing for a term loan to be made to the Company (as amended or otherwise modified from time to time, the "Second Lien Credit Agreement"; together with the First Lien Credit Agreement, each a "Credit Agreement");

WHEREAS, each Debtor (other than the Company) has executed and delivered (a) an amended and restated guaranty dated as of February 12, 2004 (as amended or otherwise modified from time to time, the "First Lien Guaranty") of certain obligations of the Company, including all obligations of the Company under the First Lien Credit Agreement and (b) a guaranty dated as of February 12, 2004 (as amended or otherwise modified from time to time, the "Second Lien Guaranty"; together with the First Lien Guaranty, the "Guaranties") of all obligations of the Company under the Second Lien Credit Agreement;

WHEREAS, the Debtors entered into a Security Agreement dated as of November 19, 1999 (the "Original Security Agreement") to secure the obligations of the Company under a credit agreement dated as of November 19, 1999 with various financial institutions and Bank of America, as agent, and the obligations of each other Debtor under a guaranty dated as of November 19, 1999 executed in connection with such credit agreement;

WHEREAS, pursuant to an Intercreditor and Collateral Agency Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Intercreditor Agreement"), the First Lien Credit Agreement Agent, on behalf of itself and the other First Lien Creditors (as defined in the Intercreditor Agreement), the Second Lien Credit Agreement Agent, on behalf of itself and the other Second Lien Creditors (as defined in the Intercreditor Agreement), and the Collateral Agent have agreed that (a) the Liabilities (as defined below) shall

be secured and (b) Bank of America shall act as collateral agent for the Creditors (as defined in the Intercreditor Agreement);

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreements that the Debtors enter into this Agreement; and

WHEREAS, the Liabilities are to be secured pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of any loan, advance or other financial accommodation heretofore or hereafter made to the Company under or in connection with the Credit Agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Security Agreement is hereby amended and restated, and the parties hereto agree as follows:

1. Definitions. When used herein, (a) the terms Account, Account Debtor, Certificated Security, Chattel Paper, Commercial Tort Claim, Commodity Account, Commodity Contract, Deposit Account, Document, Electronic Chattel Paper, Equipment, Financial Asset, Fixture, Goods, Inventory, Instrument, Investment Property, Letter of Credit Right, Money, Security, Security Entitlement, Securities Account, Supporting Obligations and Uncertificated Security have the respective meanings assigned thereto in the UCC (as defined below); (b) capitalized terms which are not otherwise defined have the respective meanings assigned thereto in the Intercreditor Agreement; and (c) the following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

Assignee Deposit Account - see Section 4.

Cash Management Agreement means any agreement under which Cash Management Obligations arise.

Collateral means, with respect to any Debtor, all property and rights of such Debtor in which a security interest is granted hereunder.

Computer Hardware and Software means, with respect to any Debtor, all of such Debtor's rights (including rights as licensee and lessee) with respect to (i) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; (ii) all software programs designed for use on the computers and electronic data processing hardware described in clause (i) above, including, without limitation, all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) any firmware associated with any of the foregoing; and (iv) any documentation for hardware, software and firmware described in clauses (i), (ii) and (iii) above, including, without limitation, flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Default means the occurrence of: (a) any Unmatured Event of Default (as defined in either Credit Agreement) under Section 12.1.1 or 12.1.4 of either Credit Agreement; or (b) any Event of Default (as defined in either Credit Agreement).

General Intangibles means, with respect to any Debtor, all of such Debtor's "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of such Debtor's licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

Intellectual Property means all past, present and future: trade secrets and other proprietary information; customer lists; trademarks, service marks, business names, trade names, designs, logos, indicia and/or other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including, without limitation, copyrights for computer programs) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights; inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; mask works; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

Liabilities means as to each Debtor, all First Lien Obligations and Second Lien Obligations of such Debtor, in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

Non-Tangible Collateral means, with respect to any Debtor, collectively, such Debtor's Accounts and General Intangibles.

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York; provided that, as used in Section 8 hereof, "UCC" shall mean the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

2. Grant of Security Interest. Each Debtor hereby (a) as security for the payment of the First Lien Obligations, assigns to the Collateral Agent for the benefit of the First Lien Creditors, and hereby pledges and grants to the Collateral Agent for the benefit of the First Lien Creditors, a continuing security interest in, all of the right, title and interest of such Debtor in, to and under all of the following property (and all rights therein) of such Debtor, or in which or to which such Debtor has any rights, and (b) as security for the payment of the Second Lien Obligations, separately assigns to the Collateral Agent for the benefit of the Second Lien Creditors, and hereby separately pledges and grants to the Collateral Agent for the benefit of the Second Lien Creditors, a separate continuing security interest in all of the right, title and interest of such Debtor in, to and under all of the following property (and all rights therein) of such

Debtor, or in which or to which such Debtor has any rights, in each case whether now or hereafter existing or acquired:

All of such Debtor's:

- (i) Accounts;
- (ii) Chattel Paper, including Electronic Chattel Paper;
- (iii) Commercial Tort Claims;
- (iv) Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (v) Deposit Accounts;
- (vi) Documents;
- (vii) Financial Assets;
- (viii) General Intangibles;
- (ix) Goods (including, without limitation, all of its Equipment, Fixtures and Inventory), together with all embedded software, accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (x) Instruments;
- (xi) Intellectual Property;
- (xii) Investment Property (including, without limitation, Commodity Accounts, Commodity Contracts, Securities (whether Certificated Securities or Uncertificated Securities), Security Entitlements and Securities Accounts);
- (xiii) Letter of Credit Rights;
- (xiv) Money (of every jurisdiction whatsoever);
- (xv) Supporting Obligations; and
- (xvi) to the extent not included in the foregoing, all other personal assets and property of any kind or description;

together with all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, all claims and/or insurance proceeds arising out of the loss, nonconformity or any

interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, and all proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on and rights arising out of, any of the foregoing; provided that (x) to the extent that the provisions of any lease or license of Computer Hardware and Software or Intellectual Property expressly prohibit (which prohibition is enforceable under applicable law) the assignment thereof, and the grant of a security interest therein, such Debtor's rights in such lease or license shall be excluded from the foregoing assignment and grant for so long as such prohibition continues, it being understood that upon request of the Collateral Agent, such Debtor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Collateral Agent in such Debtor's rights under such lease or license and (y) "Collateral" shall not include any equity interest of LDM Technologies Company.

3. Warranties. Each Debtor warrants that: (i) no financing statement (other than any which may have been filed on behalf of the Collateral Agent or in connection with Liens that are both (x) Liens permitted by the First Lien Credit Agreement (unless the Discharge of First Lien Obligations has occurred) and (y) Liens permitted by the Second Lien Credit Agreement ("Permitted Liens")) covering any of the Collateral is on file in any public office; (ii) such Debtor is and will be the lawful owner of all Collateral, free of all liens and claims whatsoever, other than the security interest hereunder and Permitted Liens, with full power and authority to execute and deliver this Agreement and perform such Debtor's obligations hereunder, and to subject the Collateral to the security interest hereunder; (iii) all information with respect to the Collateral and Account Debtors set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by such Debtor to the Collateral Agent or any Creditor is and will be true and correct in all material respects as of the date furnished; (iv) such Debtor's true legal name as registered in the jurisdiction in which such Debtor is organized or incorporated, jurisdiction of organization or incorporation, federal employer identification number, organizational identification number, if any, as designated by the state of its organization or incorporation, chief executive office and principal place of business are as set forth on Schedule I hereto (and such Debtor has not maintained its chief executive office and principal place of business at any other location at any time after January 1, 2001); (v) each other location where such Debtor maintains a place of business or keeps Goods is set forth on Schedule II hereto; (vi) except as set forth on Schedule III hereto, such Debtor is not now known and during the five years preceding the date hereof has not previously been known by any trade name; (vii) except as set forth on Schedule III hereto, during the five years preceding the date hereof such Debtor has not been known by any legal name different from the one set forth on the signature pages of this Agreement nor has such Debtor been the subject of any merger or other corporate reorganization; (viii) Schedule IV hereto contains a complete listing of all of such Debtor's Intellectual Property that is subject to registration statutes; (ix) Schedule V hereto contains a complete listing of all of such Debtor's Instruments, Deposit Accounts, Investment Property, Letter-of-Credit Rights, Chattel Paper, Documents and Commercial Tort Claims; (x) such Debtor is duly organized, validly existing and in good standing under the laws of the state of its formation; (xi) the execution and delivery of this Agreement and the performance by such Debtor of its obligations hereunder are within such Debtor's corporate or other powers, have been duly authorized by all necessary corporate or other action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the charter or by-laws (or similar governing document) of such Debtor or of any agreement, indenture, instrument or other document, or any judgment, order or decree, which is binding

upon such Debtor; (xii) this Agreement is a legal, valid and binding obligation of such Debtor, enforceable in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); (xiii) this Agreement creates in favor of the Collateral Agent a first-priority security interest (subject only to Permitted Liens) in the Collateral of such Debtor; (xiv) such Debtor has not performed any act which might prevent the Collateral Agent from enforcing any of the terms of this Agreement or which could limit the Collateral Agent in any such enforcement; (xv) no Collateral is in the possession of any Person (other than such Debtor) asserting any claim thereto or security interest therein (other than Permitted Liens), except that the Collateral Agent or its designee may have possession of Collateral as contemplated hereby; and (xvi) such Debtor is in compliance with the requirements of all applicable laws (including, without limitation, the provisions of the Fair Labor Standards Act), rules, regulations and orders of every governmental authority, the non-compliance with which would reasonably be expected to result in a Material Adverse Effect (as defined in the First Lien Credit Agreement).

4. Collections, etc. Until such time during the existence of a Default as the Collateral Agent shall notify such Debtor of the revocation of such power and authority, each Debtor (a) may, in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by such Debtor for such purpose, use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by such Debtor for such purpose, and use, in the ordinary course of its business (but subject to the terms of the Credit Agreements), the cash proceeds of Collateral and other money which constitutes Collateral, (b) will, at its own expense, endeavor to collect, as and when due, all amounts due under any of the Non-Tangible Collateral, including the taking of such action with respect to such collection as the Collateral Agent may reasonably request or, in the absence of such request, as such Debtor may deem advisable, and (c) may grant, in the ordinary course of business, to any party obligated on any of the Non-Tangible Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of Goods, the sale or lease of which shall have given rise to such Non-Tangible Collateral. The Collateral Agent, however, may, at any time that a Default exists, whether before or after any revocation of such power and authority or the maturity of any of the Liabilities, notify any party obligated on any of the Non-Tangible Collateral to make payment or otherwise render performance to or for the benefit of the Collateral Agent and enforce, by suit or otherwise the obligations of any such party obligated on any Non-Tangible Collateral and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon the request of the Collateral Agent during the existence of a Default, each Debtor will, at its own expense, notify each party obligated on any of the Non-Tangible Collateral to make payment to the Collateral Agent of any amounts due or to become due thereunder.

Upon request by the Collateral Agent during the existence of a Default, each Debtor will forthwith, upon receipt, transmit and deliver to the Collateral Agent, in the form received, all cash, checks, drafts and other instruments or writings for the payment of money (properly endorsed, where required, so that such items may be collected by the Collateral Agent) which may be received by such Debtor at any time in full or partial payment or otherwise as proceeds



of any of the Collateral. Except as the Collateral Agent may otherwise consent in writing, any such items which may be so received by any Debtor will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for the Collateral Agent until delivery is made to the Collateral Agent. Each Debtor will comply with the terms and conditions of any consent given by the Collateral Agent pursuant to the foregoing sentence.

During the existence of a Default, all items or amounts which are delivered by any Debtor to the Collateral Agent on account of partial or full payment or otherwise as proceeds of any of the Collateral shall be deposited to the credit of a deposit account (each an "Assignee Deposit Account") of such Debtor with Bank of America (or another financial institution selected by the Collateral Agent) over which the Collateral Agent has sole dominion and control, as security for payment of the Liabilities. No Debtor shall have any right to withdraw any funds deposited in the applicable Assignee Deposit Account. The Collateral Agent may, from time to time, in its discretion, and shall upon request of the applicable Debtor made not more than once in any week, apply all or any of the then balance, representing collected funds, in the Assignee Deposit Account toward payment of the Liabilities, whether or not then due, in such order of application in accordance with the terms of the Intercreditor Agreement, and the Collateral Agent may, from time to time, release all or any of such balance to the applicable Debtor.

The Collateral Agent (or any designee of the Collateral Agent) is authorized to endorse, in the name of the applicable Debtor, any item, howsoever received by the Collateral Agent, representing any payment on or other proceeds of any of the Collateral.

Within 60 days after the date hereof, each Debtor will deliver, or cause to be delivered, to the Collateral Agent with respect to each deposit account maintained by such Debtor (other than payroll, petty cash and insurance accounts and accounts as to which the Collateral Agent, in its discretion, may agree need not be subject to a control agreement) a control agreement in substantially the form of Exhibit A (appropriately completed), with such changes thereto as may be acceptable to the Collateral Agent. If any bank with which such a deposit account is maintained does not enter into such a control agreement, then such Debtor shall promptly (and in any event within 60 days after the date hereof) close the respective deposit account and transfer all balances therein to another deposit account meeting the requirements of this paragraph. If any bank with which such a deposit account is maintained refuses to subordinate all its claims with respect to such deposit account to the Collateral Agent's security interest therein on terms satisfactory to the Collateral Agent, then the Collateral Agent, at its option, may (i) require that such deposit account be terminated in accordance with the immediately preceding sentence or (ii) agree to a "control agreement" without such subordination, provided that in such event the Collateral Agent may at any time, at its option, subsequently require that such deposit account be terminated (within 60 days after notice from the Collateral Agent) in accordance with the requirements of the immediately preceding sentence. No Debtor shall maintain any Securities Account or deposit any item or amount in any Securities Account, except Securities Accounts as to which such Debtor, the Collateral Agent and the securities intermediary have entered into an agreement, substantially in the form of Exhibit B (or in such other form as shall be acceptable to the Collateral Agent), that the securities intermediary will comply with directions originated by the Collateral Agent directing disposition of the property in such Securities Account without further consent by such Debtor or any other Person. Bank of America agrees that it will

promptly comply with any instructions from the Collateral Agent as to the withdrawal or disposition of any funds from time to time in any Deposit Account maintained by any Debtor with Bank of America, or as to any other matters relating to any such Deposit Account, without the consent of any Debtor or any other person or entity even if such instructions are contrary to any instruction or demand that such Debtor may give to Bank of America.

5. Certificates, Schedules and Reports. Each Debtor will from time to time, as the Collateral Agent may request, deliver to the Collateral Agent such schedules, certificates and reports respecting all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by such Debtor in full or partial payment of any of the Collateral, as the Collateral Agent may reasonably request. Any such schedule, certificate or report shall be executed by a duly authorized officer of such Debtor and shall be in such form and detail as the Collateral Agent may specify. Each Debtor shall immediately notify the Collateral Agent of the occurrence of any event causing any loss or depreciation in the value of its Inventory or other Goods which is material to the Company and its Subsidiaries taken as a whole, and such notice shall specify the amount of such loss or depreciation.

6. Agreements of the Debtors. Each Debtor (a) will, upon request of the Collateral Agent, execute (as applicable) and deliver (or otherwise authorize the filing of) such financing statements and other documents (and pay the cost of filing or recording the same in all public offices reasonably deemed appropriate by the Collateral Agent) and do such other acts and things (including, without limitation, delivery to the Collateral Agent of any Instruments, tangible Chattel Paper or Certificated Securities that constitute Collateral), all as the Collateral Agent may from time to time reasonably request, to establish and maintain a valid security interest in the Collateral (free of all other liens, claims and rights of third parties whatsoever, other than Permitted Liens) to secure the payment of the Liabilities (and each Debtor hereby authorizes the Collateral Agent to file any financing statement that (i) indicates the Collateral (x) as all assets of such Debtor or words of similar effect, regardless of whether any particular asset in the Collateral falls within the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or (y) as being of an equal or lesser scope or with greater detail, and (ii) contains any other information required by Section 5 of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (x) whether such Debtor is an organization, the type of organization and any organizational identification number issued to such Debtor and (y) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates); (b) will keep all its Inventory, Equipment and other Goods at, and will not maintain any place of business at any location other than, its address(es) shown on Schedules I and II hereto or at such other addresses of which such Debtor shall have given the Collateral Agent not less than 10 days' prior written notice; (c) will not change its state of organization or incorporation and will not change its name, identity or organizational structure such that any financing statement filed to perfect the Collateral Agent's interests under this Agreement would become seriously misleading, unless such Debtor shall have given the Collateral Agent not less than 10 days' prior notice of such change (provided that this Section 6(c) shall not be deemed authorize any change or transaction prohibited under either Credit Agreement); (d) will keep its records concerning the Non-Tangible Collateral in such a manner as will enable the Collateral Agent or its designees to determine at any time the status of

the Non-Tangible Collateral; (e) will furnish the Collateral Agent such information concerning such Debtor, the Collateral and the Account Debtors as the Collateral Agent may from time to time reasonably request; (f) will permit the Collateral Agent and its designees, from time to time, on reasonable notice and at reasonable times and intervals during normal business hours (or at any time without notice during the existence of a Default) to inspect such Debtor's Inventory and other Goods, and to inspect, audit and make copies of and extracts from all records and all other papers in the possession of such Debtor pertaining to the Collateral and the Account Debtors, and will, upon request of the Collateral Agent during the existence of a Default, deliver to the Collateral Agent all of such records and papers; (g) will, upon request of the Collateral Agent, stamp on its records concerning the Collateral, and add on all Instruments and tangible Chattel Paper constituting a portion of the Collateral, a notation, in form satisfactory to the Collateral Agent, of the security interest of the Collateral Agent hereunder (which notification may state, if the Collateral Agent requests, that any purchase (as defined in Section 1-201(32) of the UCC) of such Chattel Paper or Instrument is in violation of the Collateral Agent's rights); (h) except for the sale or lease of Inventory in the ordinary course of business and sales of Equipment which is no longer useful in its business or which is being replaced by similar Equipment, will not sell, lease, assign or create or permit to exist any Lien on any Collateral other than Permitted Liens; (i) without limiting the provisions of Section 10.3 of the either Credit Agreement, will at all times keep all of its Inventory and other Goods insured under policies maintained with reputable, financially sound insurance companies against loss, damage, theft and other risks to such extent as is customarily maintained by companies similarly situated, and cause all such policies to provide that loss thereunder shall be payable to the Collateral Agent as its interest may appear (it being understood that (A) so long as no Default shall exist, the Collateral Agent shall deliver any proceeds of such insurance which may be received by it to such Debtor and (B) whenever a Default shall exist, the Collateral Agent may apply any proceeds of such insurance which may be received by it toward payment of the Liabilities, whether or not due, in accordance with the terms of the Intercreditor Agreement), and such policies or certificates thereof shall, if the Collateral Agent so requests, be deposited with or furnished to the Collateral Agent; (j) will take such actions as are reasonably necessary to keep its Inventory in good repair and condition; (k) will take such actions as are reasonably necessary to keep its Equipment in good repair and condition and in good working order, ordinary wear and tear excepted; (l) will promptly pay when due all license fees, registration fees, taxes, assessments and other charges which may be levied upon or assessed against the ownership, operation, possession, maintenance or use of its Equipment and other Goods; (m) will, upon request of the Collateral Agent, (i) cause to be noted on the applicable certificate, in the event any of its Equipment is covered by a certificate of title, the security interest of the Collateral Agent in the Equipment covered thereby, and (ii) deliver all such certificates to the Collateral Agent or its designees; (n) will take all steps reasonably necessary to protect, preserve and maintain all of its rights in the Collateral; (o) except as listed on Schedule VI, will keep all of the tangible Collateral, Deposit Accounts and Investment Property in the United States; (p) promptly notify the Collateral Agent in writing upon incurring or otherwise obtaining a Commercial Tort Claim which claims damages in excess of \$250,000 after the date hereof against any third party, and, upon the request of the Collateral Agent, will promptly enter into an amendment to this Agreement, and do such other acts or things deemed appropriate by the Collateral Agent to give the Collateral Agent a security interest in such Commercial Tort Claim; (q) promptly notify the Collateral Agent in writing upon becoming the beneficiary under any letter of credit and, at the request of the Collateral Agent, pursuant to an

agreement in form and substance satisfactory to the Collateral Agent, either (A) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Collateral Agent of such letter of credit or (B) arrange for the Collateral Agent to become the transferee beneficiary of such letter of credit; and (r) notify the Collateral Agent in writing if such Debtor holds or acquires an interest in any Electronic Chattel Paper and, at the request of the Collateral Agent, take such action as the Collateral Agent may reasonably request to vest control, under Section 9-105 of the UCC, of such Electronic Chattel Paper in the Collateral Agent.

Any expenses incurred in protecting, preserving or maintaining any Collateral shall be borne by the applicable Debtor. Whenever a Default exists, the Collateral Agent shall have the right to bring suit to enforce any or all of the Intellectual Property or licenses thereunder, in which event the applicable Debtor shall at the request of the Collateral Agent do any and all lawful acts and execute any and all proper documents required by the Collateral Agent in aid of such enforcement and such Debtor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all costs and expenses incurred by the Collateral Agent in the exercise of its rights under this Section 6. Notwithstanding the foregoing, the Collateral Agent shall have no obligation or liability regarding the Collateral or any thereof by reason of, or arising out of, this Agreement.

7. Default. (a) Whenever a Default exists, the Collateral Agent may exercise from time to time any and all rights and remedies available to it under the UCC or under any other applicable law, in addition to those described in this section below.

(b) Each Debtor agrees, in case of Default, (i) to assemble, at its expense, all its Inventory and other Goods (other than Fixtures) at a convenient place or places acceptable to the Collateral Agent and (ii) at the Collateral Agent's request, to execute all such documents and do all such other things which may be necessary or desirable in order to enable the Collateral Agent or its nominee to be registered as owner of the Intellectual Property with any competent registration authority.

(c) Notice of the intended disposition of any Collateral may be given by first-class mail, hand-delivery (through a delivery service or otherwise), facsimile or E-mail, and shall be deemed to have been "sent" upon deposit in the U.S. mails with adequate postage properly affixed, upon delivery to an express delivery service or upon the electronic submission through telephonic or Internet services, as applicable. Each Debtor hereby agrees and acknowledges that (i) with respect to Collateral that is (A) perishable or threatens to decline speedily in value or (B) is of a type customarily sold on a recognized market (including but not limited to, Investment Property), no notice of disposition need be given; and (ii) with respect to Collateral not described in clause (i) above, notification sent after default and ten days before any proposed disposition provides notice within a reasonable time before disposition.

(d) Each Debtor hereby agrees and acknowledges that a commercially reasonable disposition of Inventory, Equipment, Computer Hardware and Software or Intellectual Property may be by lease or license of, in addition to the sale of, such Collateral. Each Debtor further agrees and acknowledges that a disposition (i) made in the usual manner on any recognized market, (ii) at the price current in any recognized market at the time of disposition or (iii) in

conformity with reasonable commercial practices among dealers in the type of property subject to the disposition shall, in each case, be deemed commercially reasonable.

(e) Any cash proceeds of any disposition by the Collateral Agent of any of the Collateral shall be applied by the Collateral Agent to payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and thereafter to the payment of any and all of the Liabilities in accordance with the terms of the Intercreditor Agreement, and thereafter any surplus will be paid to the applicable Debtor or as a court of competent jurisdiction shall direct. The Collateral Agent need not apply or pay over for application noncash proceeds of collection and enforcement unless (i) the failure to do so would be commercially unreasonable and (ii) the applicable Debtor has provided the Collateral Agent with a written demand to apply or pay over such noncash proceeds on such basis.

8. Limitation on Duty in Respect of Collateral. Beyond the exercise of reasonable care in the custody and preservation thereof, the Collateral Agent will have no duty as to any Collateral in its possession or control or in the possession or control of any sub-agent or bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Collateral Agent will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equivalent to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of any act or omission of any sub-agent or bailee selected by the Collateral Agent in good faith or by reason of any act or omission by the Collateral Agent pursuant to instructions from the Collateral Agent, except to the extent that such liability arises from the Collateral Agent's gross negligence or willful misconduct.

To the extent that applicable law imposes duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, each Debtor acknowledges and agrees that it is not commercially unreasonable for the Collateral Agent (a) to fail to incur expenses reasonably deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to complete raw material or work-in-process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other Persons, whether or not in the same business as the Debtors, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, including, without limitation, any warranties of title, (k) to purchase insurance or credit

enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral, or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral or (l) to the extent deemed appropriate by the Collateral Agent, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. Each Debtor acknowledges that the purpose of this Section is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would not be commercially unreasonable in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed commercially unreasonable solely on account of not being specifically referred to in this Section. Without limitation upon the foregoing, nothing contained in this Section shall be construed to grant any right to a Debtor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section.

9. General. Each Debtor agrees that a carbon, photographic or other reproduction of this Agreement is sufficient as a financing statement. The Debtors hereby ratify their authorization contained in Section 6(a) for the Collateral Agent to have filed in any Uniform Commercial Code jurisdiction prior to the date hereof any financing statement or amendment thereto filed prior to the date hereof.

All notices hereunder shall be in writing (including facsimile transmission) and shall be sent, in the case of any Debtor, to the address of the chief executive office of the Company shown on Schedule I and, in the case of the Collateral Agent, at its address set forth beneath its signature hereto, or to such other address as such party may, by written notice received by the other parties, have designated as its address for such purpose. Notices sent by facsimile transmission or e-mail shall be deemed to have been given when sent; notices sent by mail shall be deemed to have been given three Business Days after the date when sent by registered or certified mail, postage prepaid; and notices sent by hand delivery or overnight courier shall be deemed to have been given when received.

Each of the Debtors agrees to pay all expenses, including reasonable attorneys' fees and charges (including time charges of attorneys who are employees of the Collateral Agent or any Creditor) paid or incurred by the Collateral Agent or any Creditor in endeavoring to collect the Liabilities of such Debtor, or any part thereof, and in enforcing this Agreement against such Debtor, and all such obligations will themselves be Liabilities.

No delay on the part of the Collateral Agent in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Collateral Agent of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Agreement shall remain in full force and effect until all Liabilities have been paid in full in cash, all Letters of Credit (as defined in the First Lien Credit Agreement) have terminated and all commitments to create Liabilities have terminated. If at any time all or any part of any payment theretofore applied by the Collateral Agent or any Creditor to any of the Liabilities is or must be rescinded or returned by the Collateral Agent or such Creditor for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of any

Debtor), such Liabilities shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Collateral Agent or such Creditor, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Collateral Agent or such Creditor had not been made.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State (except to the extent that, pursuant to New York law, the perfection, the effect of perfection or nonperfection or the priority of any security interest granted hereunder may be determined in accordance with the laws of a different jurisdiction). Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

The rights and privileges of the Collateral Agent hereunder shall inure to the benefit of its successors and assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. At any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to the Collateral Agent a counterpart of this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement.

**ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER COLLATERAL DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE COLLATERAL AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND OR IN ANY JURISDICTION IN WHICH A BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR LEGAL OR EQUITABLE PROCEEDING IS PENDING AGAINST ANY ONE OR MORE OF THE DEBTORS. EACH DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS OF ITS CHIEF EXECUTIVE OFFICE SET FORTH ON SCHEDULE I HERETO (OR SUCH**

**OTHER ADDRESS AS IT SHALL HAVE SPECIFIED IN WRITING TO THE COLLATERAL AGENT AS ITS ADDRESS FOR NOTICES HEREUNDER) OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. EACH DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

**EACH OF EACH DEBTOR, THE COLLATERAL AGENT AND (BY ACCEPTING THE BENEFITS HEREOF) EACH CREDITOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER COLLATERAL DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year first written above.

**DEBTORS:**

PLASTECH ENGINEERED PRODUCTS, INC.

By: Patrick W. Flanagan  
Title: CEO

PLASTECH DECORATING SYSTEMS, INC.

By: Patrick W. Flanagan  
Title: CEO

PLASTECH EXTERIOR SYSTEMS, INC.

By: Patrick W. Flanagan  
Title: CEO

MBS POLYMET, INC.

By: Patrick W. Flanagan  
Title: CEO

LDM TECHNOLOGIES, INC.

By: Patrick W. Flanagan  
Title: CEO

LDM HOLDING CANADA, INC.

By: Patrick W. Flanagan  
Title: CEO

LDM HOLDING MEXICO, INC.

By: Patrick W. Flanagan  
Title: CEO

PLASTECH FRENCHTOWN, INC.

By: Patrick W. Horvath  
Title: CEO

PLASTECH ROMULUS, INC.

By: Patrick W. Horvath  
Title: CEO

COLLATERAL AGENT:

BANK OF AMERICA, N.A., as Collateral Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:

Bank of America, N.A.  
Agency Management  
231 South LaSalle Street  
Mail Code: IL1-231-08-30  
Chicago, Illinois 60604  
Attention: Jeffery T. White  
Facsimile: 312-974-9102

PLASTECH FRENCHTOWN, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

PLASTECH ROMULUS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLATERAL AGENT:**

BANK OF AMERICA, N.A., as Collateral Agent

By: Jeffery T. White  
Title: Assistant Vice President


Address:

Bank of America, N.A.  
Agency Management  
231 South LaSalle Street  
Mail Code: IL1-231-08-30  
Chicago, Illinois 60604  
Attention: Jeffery T. White  
Facsimile: 312-974-9102

Solely for purposes of the last sentence of  
Section 4:

BANK OF AMERICA, N.A.

By:

  
\_\_\_\_\_

Title: Senior Vice President

Signature page for the Amended and Restated Security Agreement dated as of February 12, 2004 among Plastech Engineered Products, Inc., various other parties and Bank of America, N.A. as collateral agent for the Creditors referred to herein.

The undersigned is executing a counterpart hereof for purposes of becoming a party hereto (and attached to this signature page are supplements to the Schedules to the Amended and Restated Security Agreement setting forth all relevant information with respect to the undersigned):

[ADDITIONAL DEBTOR]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE I  
TO AMENDED AND RESTATED SECURITY AGREEMENT**

**Plastech Engineered Products, Inc.**

State of Organization: Michigan

Federal employer identification no: 38-2866329

Organizational identification no: 456091

Chief Executive Office/Principal Place of Business:

22000 Garrison

Dearborn, Michigan 48124

**Plastech Decorating Systems, Inc.**

State of Organization: Michigan

Federal employer identification no: 35-2053537

Organizational identification no: 534386

Chief Executive Office/Principal Place of Business:

22000 Garrison

Dearborn, Michigan 48124

**Plastech Exterior Systems, Inc.**

State of Organization: Ohio

Federal employer identification no: 34-0803150

Organizational identification no: 088244Z

Chief Executive Office/Principal Place of Business:

3636 West 58<sup>th</sup> Street

Cleveland, Ohio 44102-5697

**MBS Polymet, Inc.**

State of Organization: Ohio

Federal employer identification no: 34-1536047

Organizational identification no: 00690890

Chief Executive Office/Principal Place of Business:

535 Linfoot

Wauseon, Ohio 43567

**Plastech Frenchtown, Inc.**

State of Organization: Michigan

Federal employer identification no: 35-2206975

Organizational identification no: 00523D

Chief Executive Office/Principal Place of Business:

22000 Garrison

Dearborn, Michigan 48124

**Plastech Romulus, Inc.**

State of Organization: Michigan

Federal employer identification no: 03-0396851

Organizational identification no: 24366C

Chief Executive Office/Principal Place of Business:

22000 Garrison

Dearborn, Michigan 48124

**LDM Technologies, Inc.**

State of Organization: Michigan

Federal employer identification no: 38-2690171

Organizational identification no: 122-088

Chief Executive Office/Principal Place of Business:

2500 Executive Hills Drive

Auburn Hills, Michigan 48326

**LDM Holding Canada, Inc.**

State of Organization: Michigan

Federal employer identification no: 38-3311994

Organizational identification no: 418-996

Chief Executive Office/Principal Place of Business:

2500 Executive Hills Drive

Auburn Hills, Michigan 48326

**LDM Holding Mexico, Inc.**

State of Organization: Michigan

Federal employer identification no: 38-3311995

Organizational identification no: 418-995

Chief Executive Office/Principal Place of Business:

2500 Executive Hills Drive

Auburn Hills, Michigan 48326

**SCHEDULE II  
TO AMENDED AND RESTATED SECURITY AGREEMENT**

ADDRESSES

**PLASTECH ENGINEERED PRODUCTS, INC.**

1. Owned Property

33195 Harper, St. Clair Shores, Michigan 48082  
111 S. Colling Road, Caro, Michigan 48723  
2864 Dormax, Grandville, Michigan 48418  
4741 Talon Court, Kentwood, Michigan 49512  
4683 50<sup>th</sup> Street, Kentwood, Michigan 49512  
21819 Royalton, Strongsville, Michigan 44136

**PLASTECH EXTERIOR SYSTEMS, INC.**

1. Owned Property

918 South Union Street, Bryan, Ohio 44136  
515 N. Poplar, Kenton, Tennessee 38233  
Columbia Metal Stamping, 11900 Harvard, Cleveland, Ohio 44105  
H&P Die & Stamping, 4650 Teidman, Brooklyn, Ohio 44144  
2864 Dormax, Grinnell, Iowa 50112

**PLASTECH DECORATING SYSTEMS, INC.**

1. Owned Property

11700 North State Road #37, Elwood, Indiana 46036

**LDM TECHNOLOGIES, INC.**

1. Owned Property

300 S. Progress Drive East, Kendallville, Indiana  
705 Van Riper Road, Fowlerville, Michigan  
1502 Old U.S. 23, Hartland Township, Michigan  
5020 White Lake Road, Independence Township, Michigan  
30100 & 30150 South Hill Road, Lyon Township, Michigan (listed with commercial realtor)  
110 North Eighth Street, Byesville, Ohio  
600 South Clinton, Circleville, Ohio  
4 Seneca Road, Leamington, Ontario, Canada  
309 Eddy Lane, Franklin, Tennessee



2. Plant Leases (occupied by LDM Technologies, Inc.)

60-100 Seltzer Road, Croswell, Michigan  
2133 Petit, Port Huron, Michigan  
2233 Petit, Port Huron, Michigan  
38070 Ecorse Road, Romulus, Michigan  
800 Independence, Napoleon, Ohio  
5602 Harrison, Harlingen, Texas (expires 4/30/04)  
3900 W. Military, McAllen, Texas  
116 Alpha Drive, Franklin, Tennessee

2. Warehouse Leases - United States (occupied by LDM Technologies, Inc.)

706 Woodlawn, Cambridge, Ohio  
708 Woodlawn, Cambridge, Ohio  
1101 Woodlawn, Cambridge, Ohio  
2325-2326 N. Penn Road, Hatfield, Pennsylvania  
342 9<sup>th</sup> Avenue North, Franklin, Tennessee

**SCHEDULE III  
TO AMENDED AND RESTATED SECURITY AGREEMENT**

**TRADE NAMES, PRIOR LEGAL NAMES, ETC.**

1. MBS Polymet, Inc. does business as Plastech - Wauseon
2. Prior to August 18, 1997, Plastech Exterior Systems, Inc., was legally named United Screw & Bolt Corporation
3. Plastech Engineered Products, Inc., was formerly known as Plas-Tech (Engineered) Products, Inc.
4. Prior to May 23, 1997, the United Screw & Bolt plants located in Bryan, Ohio, and Kenton, Tennessee, did business as Bryan Custom Plastics.
5. The Plastech Exterior Systems facility located at West 58<sup>th</sup> Street in Cleveland, Ohio, is known as Cleveland Stamping Plant.
6. The Plastech Exterior Systems facility located at 11900 Harvard Avenue in Cleveland, Ohio, is known as Columbia Metal Stamping.
7. The Plastech Exterior Systems facility located at Brooklyn, Ohio, is known as H&P Die & Stamping Company.
8. LDM Technologies, Inc. uses (or has used) the following assumed names:
 

Molmec, Inc.	Powertrain Division
Kenco Plastics	Powertrain
Lakeport Plastics	HPG Chassis Systems
HPG Body Systems	Huron Plastics Group
TADIM	LDM Industries, Inc.
LDM Industries Inc.	Arrow N.A., Inc.
Security Plastics West	Arrow Molded Plastics, Inc.
9. LDM Technologies, Inc. was incorporated as LDM Industries Inc. on January 15, 1985. On July 26, 1994, LOR, Inc., LDM Sales Associates, Inc. and LDM Industries, Inc. merged and LDM Industries Inc. was the surviving corporation. On September 20, 1996, LDM Industries Inc. and Arrow N.A., Inc. merged and LDM Industries Inc. was the surviving corporation. On November 13, 1996, LDM Industries Inc. amended its articles of incorporation to change its name to LDM Technologies, Inc. On December 30, 1997, LDM Technologies, Inc., Kenco Plastics, Inc. (a Michigan corporation) and Kenco Plastics, Inc. (a Kentucky corporation) merged and LDM Technologies, Inc. was the surviving corporation. On February 6, 1998, LDM Technologies, Inc. and Huron Plastics Group, Inc. merged and LDM Technologies, Inc. was the surviving corporation. Also on February 6, 1998, HPG Body Systems, Inc. and Lakeport Plastics, Inc. merged with and into Huron Plastics Group, Inc.

**SCHEDULE IV  
TO AMENDED AND RESTATED SECURITY AGREEMENT**

PATENTS

PATENT	PATENT/SERIAL NO.	COUNTRY	CO. NAME HELD IN	ISSUE DATE
Apparatus for Supporting a Container	5,782,448	U.S.	LDM	07/21/98
Apparatus for Supporting a Container	5,829,726	U.S.	LDM	11/03/98
Cup Bumper Absorber	6,443,513	U.S.	Concept Analysis	09/03/02

Pneumatic pads for the interior of vehicles	5,382,051	U.S.	Concept Analysis	01/17/95
Bumper beam having double open sided channel members	6,435,579	U.S.	Concept Analysis	08/20/02
Method of maintaining parallelism of a pair of arms formed on a vehicle door handle component	5,428,879	U.S.	LDM	07/04/95
Soft-feel vehicle door handle	5,298,306	U.S.	LDM	03/29/94
Method of making plastic part having parting line free O-ring groove for fluid outlet	5,804,123	U.S.	LDM	09/08/98
Deployment door assembly	5,615,908	U.S.	LDM is co-owner with TRW Vehicle Safety Systems Inc.	04/01/97
Plastic reservoir cap	5,325,981	U.S.	LDM	07/05/94
One-way air valve	5,194,038	U.S.	LDM	03/16/93
Front End Assembly for an Automotive Vehicle	6,386,624	U.S.	Plastech Engineered Products, Inc.	05/14/02

PATENT APPLICATIONS

PATENT	PATENT/SERIAL NO.	COUNTRY	CO. NAME HELD IN	ISSUE DATE
Integrated Grill System & Stabilizer Bar for an Automotive Vehicle	60/064975	U.S.	Plastech Engineered Products, Inc.	N/A [update - probably issued by now]
Exterior Vehicle Component with Moldable	09/329610	U.S.	Plastech Engineered Products, Inc.	N/A [probably issued by now]

Thermoplastic Composition Ultraviolet Stabilized Color Concentrate (new exterior material)				Inc.	
Cup Bumper Absorber	P19911796-7	Brazil	Concept Analysis	N/A	
Cup Bumper Absorber	99933623.3	EPO	Concept Analysis	N/A	
Cup Bumper Absorber	2336106	Canada	Concept Analysis	N/A	
Cup Bumper Absorber	000003	Mexico	Concept Analysis	N/A	
Vehicle Structural Assembly With Integrally Formed Lamp Housing	09/792,868	U.S.	LDM	N/A	
System For Mounting Underhood Components To A Motor Vehicle Body	10/238,823	U.S.	LDM	N/A	
Exterior Automotive Component Having A Molded-In Color	10/437,953	U.S.	LDM	N/A	
Mold-In Color Panels	10/714,558	U.S.	LDM	N/A	
Exterior Automotive Component Having a Molded-In Color	PCT/US03/36300	PCT	LDM	N/A	

**TRADEMARKS AND SERVICEMARKS**

TRADEMARK NAME	REGISTRATION/SERIAL NO.	COUNTRY	CO. NAME HELD IN	ISSUE/REGISTRATION DATE
Miscellaneous Design (Logo)	Registered 2644905	U.S.	Plastech Engineered Products, Inc.	11/05/02
THE ART OF TECHNOLOGY	Registered 2285750	U.S.	LDM	10/12/99
ECO	Pending 75/584131	U.S.	LDM	N/A
ECO	Pending	U.S.	LDM	N/A

	75/584132				
THE ART OF TECHNOLOGY	Registered 2377172	U.S.	LDM		08/15/00
CEM	Pending 75/743833	U.S.	LDM		N/A
CEM	Pending 1044060	Canada	LDM		N/A
FEATURE RIGHT	Pending 76/141454	U.S.	LDM		N/A
LDM	Common Law	U.S.	LDM		N/A
LDM Technologies (and design)	Common Law	U.S.	LDM		N/A

COPYRIGHTS

COPYRIGHT NAME	COUNTRY	CO. NAME HELD IN	ISSUE DATE
N/A			

**SCHEDULE V**  
**TO AMENDED AND RESTATED SECURITY AGREEMENT**  
**INSTRUMENTS, DEPOSIT ACCOUNTS, INVESTMENT PROPERTY,**  
**LETTER-OF-CREDIT RIGHTS, CHATTEL PAPER,**  
**DOCUMENTS AND COMMERCIAL TORT CLAIMS**

None.

**SCHEDULE VI**  
**TO AMENDED AND RESTATED SECURITY AGREEMENT**  
**COLLATERAL NOT LOCATED IN THE UNITED STATES**

None.

**EXHIBIT A****DEPOSIT ACCOUNT CONTROL AGREEMENT**

This Deposit Account Control Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 200\_ among \_\_\_\_\_ (the "Depositor"), \_\_\_\_\_ (the "Bank") and Bank of America, N.A. in its capacity as collateral agent under the Security Agreement referred to below (in such capacity, the "Collateral Agent").

**RECITAL**

Pursuant to the Amended and Restated Security Agreement dated as of February 12, 2004 (as amended or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Intercreditor Agreement referred to in the Security Agreement), the Depositor has granted the Collateral Agent, for the benefit of the First Lien Creditors, on the one hand, and the Second Lien Creditors, on the other hand, separate liens on and security interests in substantially all of its property, including the deposit account(s) listed on Annex A hereto (such account(s), collectively if more than one, the "Deposit Account"), together with any renewals or rollovers thereof, any proceeds thereof (including, without limitation, any interest paid thereon), and any general intangibles and choses in action arising therefrom or related thereto (collectively, the "Deposit Account Collateral").

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Depositor, the Bank and the Collateral Agent agree as follows:

1. Until the Bank has received written instructions from the Collateral Agent to the contrary, the Bank may permit the Deposit Account to operate in the standard manner and the Depositor shall be entitled to present items drawn on or otherwise to withdraw or direct the disposition of funds from the Deposit Account; provided that the Depositor may not, without the Collateral Agent's prior written consent, close the Deposit Account.
2. The Collateral Agent shall be entitled, for purposes of this Agreement, at any time to give the Bank instructions as to the withdrawal or disposition of funds from time to time in the Deposit Account, and as to any other matters relating to the Deposit Account or any of the Deposit Account Collateral, without further consent of the Depositor. The Bank is fully entitled to rely upon, and agrees that it shall promptly comply with, any such instructions from the Collateral Agent without the consent of the Depositor or any other person or entity even if such instructions are contrary to any instruction or demand that the Depositor may give to the Bank.
3. The Collateral Agent's power under this Agreement to give the Bank instructions as to the withdrawal or disposition of any funds from time to time in the Deposit Account, or as to any other matters relating to the Deposit Account or any of the Deposit Account Collateral, includes, without limitation, the power to direct that the Bank transfer all funds in the Deposit Account to the Collateral Agent and the power to give stop payment orders for any items being presented to the Deposit Account for payment. The Depositor confirms that the Bank should



follow such instructions from the Collateral Agent even if the result of following instructions from the Collateral Agent is that the Bank dishonors items presented for payment from the Deposit Account. The Depositor further confirms that the Bank will have no liability to the Depositor for the dishonor of items in following such instructions from the Collateral Agent.

4. The Bank shall have no duty to determine whether the Depositor's obligations to the Collateral Agent are in default or whether the Collateral Agent is entitled, under any separate agreement between the Depositor and the Collateral Agent, to give any instructions relating to the Deposit Account or any of the Deposit Account Collateral.

5. The Depositor agrees to be responsible for the Bank's customary charges and for the repayment of any checks, drafts or other orders for the payment of funds deposited into the Deposit Account that are returned unpaid for any reason, and to indemnify the Bank and hold it harmless against any liabilities, claims, costs, expenses and damages of any nature (including but not limited to reasonable attorneys' fees and expenses) that the Bank may sustain or incur in acting upon instructions which the Bank believes in good faith to be instructions from the Collateral Agent. The foregoing indemnity does not apply to any liabilities, claims, costs, expenses or damages attributable to the gross negligence or intentional misconduct of the Bank. The Depositor's obligations under this Section 5 shall survive termination of this Agreement.

6. Unless the Bank has obtained the Collateral Agent's prior written consent, the Bank agrees not to exercise any present or future right of recoupment or set-off or to assert any present or future security interest, banker's lien or other lien or claim (including any claim for penalties) that the Bank may at any time have against or in any of the Deposit Account Collateral on account of any credit or other obligation owed to the Bank by the Depositor or any other person or entity. The Bank may, however, from time to time debit the Deposit Account for its customary charges in maintaining and operating the Deposit Account or for reimbursement for the reversal of any provisional credits granted by it to the Deposit Account, to the extent, in each case, that the Depositor has not separately paid or reimbursed the Bank therefor.

7. In accepting instructions or consents from the Collateral Agent, the Bank may conclusively rely on a written instruction or consent signed by any officer of the Collateral Agent with a title of assistant vice president, vice president, principal, managing director or above.

8. The Bank represents and warrants to the Collateral Agent that the Bank has not received notice of any lien, encumbrance or other claim to the Deposit Account from any other person or entity and has not entered, and the Bank covenants with the Collateral Agent that it will not enter, into any agreement with any other person or entity by which the Bank is obligated to comply with instructions from such other person or entity as to the disposition of funds from the Deposit Account or other dealings with the Deposit Account Collateral.

9. The Bank represents and warrants that it has marked its books and records to indicate the assignment in favor of the Collateral Agent and the Collateral Agent's security interest in and lien upon the Deposit Account and the Deposit Account Collateral.

10. In addition to each original deposit account statement which will be provided to the Depositor, the Bank will provide the Collateral Agent with a duplicate deposit account

statement and any other account information reasonably requested by the Collateral Agent. The Depositor hereby authorizes the Bank to provide any information relating to the Deposit Account to the Collateral Agent upon the Collateral Agent's request without the Depositor's further consent.

11. Either the Bank or the Collateral Agent may terminate this Agreement upon at least 30 days' prior written notice to the other parties hereto. The Depositor may not terminate this Agreement except with written consent of the Collateral Agent and upon at least 30 days' prior written notice to the Collateral Agent and the Bank.

12. This Agreement may be amended only by a writing signed by the Depositor, the Bank and the Collateral Agent.

13. This Agreement may be executed in counterparts; all such counterparts shall constitute but one and the same agreement.

14. Any written notice or other written communication to be given to a party under this Agreement shall be addressed to such party at its address set forth on the signature page of this Agreement or at such other address as such party shall specify in writing to the other parties hereto in accordance with this Section 14. Except as otherwise expressly provided herein, any such notice shall be effective upon receipt.

15. This Agreement shall control over any conflicting agreement between the Bank and the Depositor.

16. This Agreement shall be governed by the internal law of \_\_\_\_\_ and the jurisdiction of the Bank (for all purposes hereof, including for purposes of Section 9-304 of the UCC) is \_\_\_\_\_, not withstanding any provision in any other agreement to the contrary.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**Depositor:**

[NAME OF DEPOSITOR]

Address for notices:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bank:**

[NAME OF BANK]

Address for notices:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Collateral Agent:**

BANK OF AMERICA, N.A., as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for notices:  
Bank of America, N.A.  
Agency Management  
231 South LaSalle Street  
Mail Code: IL1-231-08-30  
Chicago, Illinois 60604  
Attention: Jeffery T. White  
Facsimile: 312-974-9102

ANNEX A

Deposit Account(s)

Account No.

Description

**EXHIBIT B****SECURITIES ACCOUNT CONTROL AGREEMENT**

This Securities Account Control Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 200\_\_ among \_\_\_\_\_ (the "Company"), \_\_\_\_\_ (the "Securities Intermediary") and Bank of America, N.A. in its capacity as collateral agent under the Security Agreement referred to below (in such capacity, the "Collateral Agent").

**RECITAL**

Pursuant to the Amended and Restated Security Agreement dated as of February 12, 2004 (as amended or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Intercreditor Agreement referred to in the Security Agreement), the Company has granted the Collateral Agent, for the benefit of the First Lien Creditors, on the one hand, and the Second Lien Creditors, on the other hand, separate liens on and security interests in substantially all of its property, including the securities account(s) listed on Annex A hereto (such account(s), collectively if more than one, the "Securities Account"), together with any property in the Securities Account, any proceeds thereof, and any general intangibles and choses in action arising therefrom or related thereto (collectively, the "Securities Account Collateral").

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Company, the Securities Intermediary and the Collateral Agent agree as follows:

1. The Securities Intermediary will comply with all notifications it receives directing it to transfer or redeem any property in the Securities Account (each, an "Entitlement Order") and all other instructions with respect to the Securities Account and all property therein, in each case originated by the Collateral Agent without further consent by the Company or any other Person. The Securities Intermediary is fully entitled to rely upon and shall promptly comply with any such instructions from the Collateral Agent even if such instructions are contrary to any instruction or demand that the Company may give to the Securities Intermediary.

2. Except as otherwise provided in this Section 2, the Securities Intermediary will comply with Entitlement Orders and instructions originated by the Company without further consent by the Collateral Agent; provided that, except as provided in the last paragraph of this Section 2, the Securities Intermediary will not comply with any Entitlement Order originated by the Company that would require the Securities Intermediary to make a free delivery of, or otherwise transfer, any property (including any cash) to the Company. If the Collateral Agent notifies the Securities Intermediary that the Collateral Agent will exercise exclusive control over the Securities Account (a "Notice of Exclusive Control"), the Securities Intermediary will:

- (a) cease to comply with Entitlement Orders and other instructions concerning the Securities Account originated by the Company; and

- (b) distribute to the Collateral Agent interest and dividend payments on property in the Securities Account.

Until the Securities Intermediary receives a Notice of Exclusive Control, the Securities Intermediary may distribute to the Company all interest and regular cash dividends on property in the Securities Account.

3. The Securities Intermediary shall have no duty to determine whether the Company's obligations to the Collateral Agent are in default or whether the Collateral Agent is entitled, under any separate agreement between the Company and the Collateral Agent, to give any Entitlement Order or instruction relating to the Securities Account or any of the Securities Account Collateral.

4. The Company agrees to be responsible for the Securities Intermediary's customary charges and commissions, and to indemnify the Securities Intermediary and hold it harmless against any liabilities, claims, costs, expenses and damages of any nature (including but not limited to reasonable attorneys' fees and expenses) that the Securities Intermediary may sustain or incur in acting upon Entitlement Orders and instructions which the Securities Intermediary believes in good faith to be Entitlement Orders and instructions from the Collateral Agent. The foregoing indemnity does not apply to any liabilities, claims, costs, expenses or damages attributable to the gross negligence or intentional misconduct of the Securities Intermediary. The Company's obligations under this Section 4 shall survive termination of this Agreement.

5. Unless the Securities Intermediary has obtained the Collateral Agent's prior written consent, the Securities Intermediary agrees not to exercise any present or future right of recoupment or set-off or to assert any present or future security interest, banker's lien or other lien or claim (including any claim for penalties) that the Securities Intermediary may at any time have against or in any of the Securities Account Collateral on account of any credit or other obligation owed to the Securities Intermediary by the Company or any other person or entity. The Securities Intermediary may, however, from time to time debit the Securities Account for its customary charges and commissions in maintaining and operating the Securities Account or for reimbursement for the reversal of any provisional credits granted by it to the Securities Account, to the extent, in each case, that the Company has not separately paid or reimbursed the Securities Intermediary therefor.

6. In accepting Entitlement Orders, instructions or consents from the Collateral Agent, the Securities Intermediary may conclusively rely on a written Entitlement Order, instruction or consent signed by any officer of the Collateral Agent with a title of assistant vice president, vice president, principal, managing director or above.

7. The Securities Intermediary agrees that the Securities Account is a "securities account" as defined in Article 8 of the UCC. All property credited (or required to be credited) to the Securities Account will be treated as financial assets under Article 8 of the Uniform Commercial Code as in effect in the State of New York.

8. The Securities Intermediary represents and warrants to the Collateral Agent that the Securities Intermediary has not received notice of any lien, encumbrance, adverse claim or other claim to the Securities Account from any other person or entity and has not entered, and the Securities Intermediary covenants with the Collateral Agent that it will not enter, into any agreement with any other person or entity by which the Securities Intermediary is obligated to comply with Entitlement Orders, or instructions from such other person or entity with respect to the Securities Account or other dealings with the Securities Account Collateral. If any person or entity asserts any lien, encumbrance, adverse claim or other claim against the Securities Account Collateral, the Securities Intermediary shall promptly notify the Collateral Agent thereof.

9. The Securities Intermediary represents and warrants that it has marked its books and records to indicate the assignment in favor of the Collateral Agent and the Collateral Agent's security interest in and lien upon the Securities Account and the Securities Account Collateral.

10. In addition to each original account statement which will be provided to the Company, the Securities Intermediary will provide the Collateral Agent with a duplicate account statement and any other account information reasonably requested by the Collateral Agent. The Company hereby authorizes the Securities Intermediary to provide any information relating to the Securities Account to the Collateral Agent upon the Collateral Agent's request without the Company's further consent.

11. Either the Securities Intermediary or the Collateral Agent may terminate this Agreement upon at least 30 days' prior written notice to the other parties hereto. The Company may not terminate this Agreement except with written consent of the Collateral Agent and upon at least 30 days' prior written notice to the Collateral Agent and the Securities Intermediary.

12. This Agreement may be amended only by a writing signed by the Company, the Securities Intermediary and the Collateral Agent.

13. This Agreement may be executed in counterparts; all such counterparts shall constitute but one and the same agreement.

14. Any written notice or other written communication to be given to a party under this Agreement shall be addressed to such party at its address set forth on the signature page of this Agreement or at such other address as such party shall specify in writing to the other parties hereto in accordance with this Section 14. Except as otherwise expressly provided herein, any such notice shall be effective upon receipt.

15. This Agreement shall control over any conflicting agreement between the Securities Intermediary and the Company.

16. This Agreement shall be governed by the internal law of \_\_\_\_\_ and the jurisdiction of the Securities Intermediary (for all purposes hereof, including for purposes of Sections 8-110(e) and 9-305 of the UCC) is \_\_\_\_\_, notwithstanding any provision in any other agreement to the contrary.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**Company:**

[NAME OF COMPANY]

Address for notices:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Securities Intermediary:**

[NAME OF SECURITIES INTERMEDIARY]

Address for notices:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Collateral Agent:**

BANK OF AMERICA, N.A., as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Bank of America, N.A.  
Agency Management  
231 South LaSalle Street  
Mail Code: IL1-231-08-30  
Chicago, Illinois 60604  
Attention: Jeffery T. White  
Facsimile: 312-974-9102



ANNEX A

Securities Account(s)

Account No.

Attachment for Recordation Form Cover Sheet  
Trademarks Only (Form PTO-1594)

1. a. PLASTECH ENGINEERED PRODUCTS, INC.  
PLASTECH DECORATING SYSTEMS, INC.  
PLASTECH EXTERIOR SYSTEMS, INC.  
MBS POLYMET, INC.  
LDM TECHNOLOGIES, INC.  
LDM HOLDING CANADA, INC.  
LDM HOLDING MEXICO, INC.  
PLASTECH FRENCHTOWN, INC.  
PLASTECH ROMULUS, INC.  
b. Corporation of Michigan  
c.  
d.
2. a. 75/584131  
75/584132  
75/743833  
76/141454  
b. 2644905 and 2285750