

06-28-2002



Form PTO-1591
(Rev. 03-01)

102139024
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

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

20-12-0

1. Name of conveying party(ies):

North American Profiles, Inc.

06/28/02

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **June 21, 2002**

2. Name and address of receiving party(ies)

Name: JP Morgan Chase Bank

Internal Address: One Chase Manhattan Plaza

Street Address: One Chase Manhattan Plaza

City: New York State: NY Zip: 10005

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **New York**
- Other

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. 76/361,725; 76/241,325; 76/231,585

B. Trademark Registration No.(s) 1,819,583; 1,564,540; 1,370,748

Additional number(s) attached Yes No

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

Name: John M. Griem, Jr., Esq.

Internal Address: MILBANK, TWEED, HADLEY
& McCLOY LLP

Street Address: One Chase Manhattan Plaza

City: NY State: NY Zip: 10005

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$165

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-3250

(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

John M. Griem, Jr., Esq.

Name of Person Signing

John M. Griem, Jr.
Signature

6-27-02

Date

Total number of pages including cover sheet, attachments, and document: 49

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

06/28/2002 TDIAZ1 00000110 133250 76361725

01 FC:481 40.00 CH
02 FC:482 125.00 CH

NY2: #4467478

PLEDGE AND SECURITY AGREEMENT

dated as of

June 21, 2002

among

WESTLAKE CHEMICAL CORPORATION

The SUBSIDIARY GUARANTORS Party Hereto

and

JPMORGAN CHASE BANK,
as Collateral Agent

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PLEDGE AND SECURITY AGREEMENT dated as of June 21, 2002 (this "Agreement") among WESTLAKE CHEMICAL CORPORATION, a Delaware corporation (the "Company"), each of the SUBSIDIARY GUARANTORS (as defined below) and JPMORGAN CHASE BANK, as collateral agent for the Senior Creditors under (and as defined in) the Intercreditor Agreement referred to below (in such capacity, the "Collateral Agent").

The Company, Westlake Polymer & Petrochemical, Inc., the Subsidiary Guarantors party thereto, the Revolving Credit Lenders party thereto, the Term Loan Lenders party thereto, JPMorgan Chase Bank, as IRB LC Bank, the Series A Noteholders party thereto, the Series B Noteholders party thereto and the Collateral Agent are parties to an Intercreditor and Common Terms Agreement dated as of June 21, 2002 (the "Intercreditor Agreement").

To induce the Senior Creditors to enter into the Senior Debt Documents and extend credit thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor has agreed to pledge and grant a security interest in the Collateral (as defined in Section 1(a) below) as security for the Senior Obligations (as defined in Section 1(b) below by reference to the Intercreditor Agreement).

Accordingly, the parties hereto agree as follows:

Section 1. Definitions.

(a) As used in this Agreement, the terms defined in the preamble hereto shall have the meanings ascribed therein and the following terms have the meanings ascribed below:

"Collateral" has the meaning assigned to such term in Section 3.

"Copyrights" means all copyrights arising under the laws of the United States of America or any other Governmental Authority, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and all rights to obtain renewals thereof, and includes all copyright registrations and applications therefor listed on Annex 4.

"Intellectual Property" means all Copyrights, all Patents and all Trademarks, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted with respect to any of the foregoing, including the licenses and user and other agreements listed on Annex 7; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such

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information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of Governmental Authorities; and (g) all causes of action, claims and warranties in respect of any of the foregoing, including all rights to sue, and to receive damages and payments, for past or future infringements thereof.

“Issuer” means, with respect to any Pledged Stock, the Person which has issued such Pledged Stock, and includes the Person identified on Annex 3 under the caption “Issuer” with respect to such Pledged Stock.

“Motor Vehicles” means motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

“Patents” means (a) all letters patents of the United States of America or any other Governmental Authority, (b) all applications for letters patents of the United States of America or any other Governmental Authority, (c) all rights to obtain reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and (d) all rights throughout the world to income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, and includes all letters patents of the United States of America and other Governmental Authorities and applications therefor listed on Annex 5.

“Pledged Stock” means all shares of each class of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust and other equity ownership interests in (a) each Subsidiary of the Company and (b) without limiting or otherwise affecting the obligations of the Obligors under any provision prohibiting such action hereunder or under the Intercreditor Agreement, in the event of each consolidation or merger of any Subsidiary in which such Subsidiary is not the surviving entity, the successor entity formed by or resulting from such consolidation or merger, in each case together with all certificates evidencing the same.

“Pledged Stock Rights” means all warrants, subscriptions, options and other rights entitling a Person to purchase or otherwise acquire any Pledged Stock.

“Proceeds” has the meaning assigned to such term in the UCC, and includes (a) all products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any Collateral (including Proceeds), (b) with respect to the Pledged Stock and other equity securities, all shares, securities, moneys or property (i) representing a dividend on, or a distribution or return of capital upon or in respect of such Pledged Stock or other equity securities, (ii) resulting from a split-up, revision, reclassification or other like change of such Pledged Stock or other equity securities or (iii) otherwise received in exchange for such Pledged Stock or other equity securities, together with all certificates evidencing the same, and (c) to the extent related to any Collateral (including Proceeds), all books, correspondence, credit files, records, invoices and other papers (including all tapes, cards, computer runs and other papers and documents in the possession or under the control of any of the Obligors or any computer bureau or service company from time to time acting for any of the Obligors).

“Stock Collateral” means all Pledged Stock and Pledged Stock Rights.

“Subsidiary Guarantor” means each of the Subsidiaries of the Company identified under the caption “SUBSIDIARY GUARANTORS” on the signature pages hereto and each Subsidiary of the Company that becomes a “Subsidiary Guarantor” after the date hereof pursuant to Section 6.11.

“Trademarks” means all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, together, in each case, with the goodwill associated therewith, now existing or hereafter adopted or, acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office of another Governmental Authority, or otherwise, all common-law rights related thereto and all rights to obtain renewals thereof, and includes all trademark registrations and applications therefor listed on Annex 6.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

(b) In addition, for all purposes hereof, capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms (i) in the Intercreditor Agreement and (ii) if not defined therein, in the UCC.

(c) The foregoing definitions shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or therein), (ii) references to any law, constitution, statute, treaty, regulation, rule or ordinance (each a “law”) refer to that law as amended from time to time and include any successor law, (iii) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns, (iv) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (v) all references herein to Sections and Annexes shall be construed to refer to Sections of, and Annexes to, this Agreement.

(d) To the extent that the laws of the State of Louisiana govern any provision of this Agreement, or there is a provision of this Agreement related to an asset located in the State of Louisiana or in which a mortgage or other security interest is perfected under the laws of the State of Louisiana (and nothing in this section is intended to derogate from any choice of law provision contained in this Agreement), then the following definitions shall apply, unless the

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context requires otherwise: the term “personal property” shall be deemed to include movable property; the term “tangible property” shall be deemed to include corporeal property; the term “intangible property” shall be deemed to include incorporeal property; the term “buildings” shall be deemed to include other constructions; the term “county” shall be deemed to mean parish; the terms “Uniform Commercial Code”, “UCC” or “Code” and words of similar import shall include the Louisiana Commercial Laws, La. R.S. §§ 10:1-101 *et seq.*; the term “joint and several liability” and words of similar import shall be deemed to include *in solido* liability; the terms “deed in lieu of foreclosure”, “conveyance in lieu of foreclosure” and words of similar import shall include a dation en paiement; and references to powers of attorney and similar grants shall be deemed given pursuant to the provisions of La. R.S. § 9:5388.

Section 2. Representations and Warranties. In addition to its representations and warranties in any of the other Senior Debt Documents, each Obligor represents and warrants to the Senior Creditors that:

(a) Collateral. Such Obligor is the sole beneficial owner of the Collateral in which it purports to grant a security interest pursuant to Section 3, and no Lien exists upon such Collateral other than the Permitted Liens set forth in Part B of Schedule I to the Intercreditor Agreement.

(b) Creation, Perfection and Priority. The security interest created hereby constitutes a valid and perfected security interest in the Collateral in which such Obligor purports to grant a security interest pursuant to Section 3; and such perfected security interest in such Collateral is subject to no equal or higher priority Lien other than the other Permitted Liens set forth in Part B of Schedule I to the Intercreditor Agreement.

(c) Goods. Any Goods now or hereafter produced by such Obligor or any of its Subsidiaries included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act.

(d) Obligor Information; Locations. Part A of Annex 1 sets forth as of date hereof the exact name (corporate or otherwise), the location, including county or parish, of the chief executive office, the jurisdiction and form of organization and the organizational identification number of such Obligor, and Part B of Annex 1 sets forth as of date hereof each location where Goods of such Obligor are located other than Motor Vehicles constituting Equipment and Goods in transit.

(e) Changes in Circumstances. Such Obligor has not (i) except as specified on Annex 1, within the period of five months prior to the date hereof changed the location of its chief executive office, the jurisdiction or form of its organization or its name or (ii) except as specified on Annex 2, at any time on or before the date hereof become a New Debtor with respect to a security agreement in effect on the date hereof.

(f) Pledged Stock. (1) The Pledged Stock identified under the name of such Obligor on Part A of Annex 3 is, and all Pledged Stock acquired after the date hereof by such Obligor and in which a security interest is created hereunder will be, duly

authorized, validly existing, fully paid and non-assessable and none of such Pledged Stock is or will be subject to any contractual restriction, or any restriction under the charter or by-laws of the Issuer of such Pledged Stock, upon the transfer of such Pledged Stock (except for any such restriction contained herein or in the Intercreditor Agreement).

(2) The Pledged Stock identified under the name of such Obligor on Part A of Annex 3 constitutes all of the issued and outstanding shares of Pledged Stock beneficially owned by such Obligor on the date hereof (whether or not registered in the name of such Obligor), and Part A of Annex 3 correctly identifies, as at the date hereof, the respective Issuers of such Pledged Stock, whether such Pledged Stock is certificated or uncertificated, the respective class and par value of the shares constituting such Pledged Stock, the respective number of shares (and registered owners thereof) of each certificate representing such Pledged Stock and, if such Pledged Stock is uncertificated, the total number of shares (and registered owners) thereof.

(3) The Pledged Stock Rights identified under the name of such Obligor on Part B of Annex 3 constitute all of Pledged Stock Rights held, directly or indirectly, by such Obligor on the date hereof, and Part B of Annex 3 correctly identifies, as at the date hereof, the agreement, instrument or other document under which such Pledged Stock Rights arise, including each counterparty of such Obligor thereunder, and the class, par value and Issuer of the Pledged Stock that is the subject of such Pledged Stock Rights.

(g) Intellectual Property. (1) Annexes 4, 5 and 6, respectively, set forth a complete and correct list of all copyright registrations and applications therefor, all letters patents of the United States of America and other Governmental Authorities and applications therefor and all trademark registrations and applications therefor that are material to the business of the Obligor and owned by such Obligor on the date hereof. To the knowledge of such Obligor, such Obligor possesses the right to use, and has not authorized any other Person to use, any of the letters patents, copyright registrations, trademark registrations or applications listed on Annexes 4, 5 and 6, except as set forth on Annex 7. None of the registrations listed on Annexes 4, 5 and 6 have lapsed or expired.

(2) Annex 7 sets forth a complete and correct list of all licenses and other agreements providing for the grant of rights by or to such Obligor with respect to the Copyrights, Patents and Trademarks and computer systems of such Obligor on the date hereof.

(3) Except as set forth on Part A of Annex 9, no third party has infringed or misappropriated the rights of such Obligor with respect to any Copyright, Patent or Trademark of such Obligor listed on Annexes 4, 5 and 6, respectively; such Obligor is not infringing in any respect any Copyright, Patent or Trademark of any other Person, except as could not reasonably be expected to have a material adverse effect on such Obligor's business; and except as may be set forth on Part B of Annex 9, no proceedings have been instituted and are pending or have been threatened against such Obligor

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alleging any violation of any Copyright, Patent or Trademark of any other Person, and such Obligor has received no notice or claim alleging any such violation.

(4) Except as set forth on Annex 9, such Obligor does not own any trademark registration in the United States of America that would be rendered invalid, abandoned, void or unenforceable by reason of its being subject to the security interest created hereunder, except as could not reasonably be expected to have a material adverse effect on such Obligor's business.

(h) Each Commercial Tort Claim in which such Obligor has an interest as of the date hereof is described in reasonable detail on Annex 8.

Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Senior Obligations, whether now existing or hereafter from time to time arising, each Obligor hereby grants to the Collateral Agent, for the benefit of the Senior Creditors, a security interest in all of such Obligor's right, title and interest in, to and under all of the property, assets and revenues, whether now owned by such Obligor or hereafter acquired and whether now existing or hereafter coming into existence, including (all of the property, assets and revenues described in this Section 3 being collectively referred to herein as the "Collateral"):

- (a) all Accounts;
- (b) all Deposit Accounts and Money;
- (c) all Instruments (including Negotiable Instruments);
- (d) all Documents;
- (e) all Chattel Paper (whether tangible or electronic);
- (f) all Goods (including Equipment, Fixtures and Inventory);
- (g) all Letter-of-Credit Rights;
- (h) all Stock Collateral;
- (i) the Collateral Account (including the Collateral (General) Account, the Collateral (IRB LC) Account and the Collateral (Revolving Credit LC) Account), including all Financial Assets and other property and balances credited thereto from time to time and Security Entitlements with respect thereto;
- (j) Hedge Agreements;

(k) all Investment Property (including all Securities, Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts) not covered by the foregoing provisions of this Section 3;

(l) all Intellectual Property (including all Copyrights, Patents and Trademarks);

(m) all General Intangibles (including all Payment Intangibles and policies of insurance) not covered by the foregoing provisions of this Section 3;

(n) Commercial Tort Claims described on Annex 8; and

(o) all Proceeds;

provided that the Collateral shall not include: (1) the Receivables Securitization Assets to the extent that such assets are subject to an on-going sale pursuant to, or a security interest in effect under, a Receivables Securitization Program; (2) the Intellectual Property described in Section 10.01(C) of the Intercreditor Agreement and specified on Part C of Annex 9; (3) the property subject to a purchase money security interest permitted under Section 8.02(j)(i) of the Intercreditor Agreement, solely to the extent that the restrictions and conditions under the applicable security agreement or other documentation governing such purchase money security interest prohibit the creation of a security interest or an additional security interest, as the case may be, in such property.

Section 4. Cash Proceeds of Collateral.

4.01 Collateral Account. Upon enforcement of the security interest created hereunder or as otherwise provided herein, the Collateral Agent shall deposit into the Collateral (General) Account all Cash Proceeds and proceeds consisting of Financial Assets (other than Stock Collateral) received as a result of the collection or disposition of any Collateral, unless such Cash Proceeds shall directly be applied to the Senior Obligations with the consent of the Required Senior Creditors. Each Obligor agrees that, at any time after the occurrence and during the continuance of an Event of Default, if Cash Proceeds of any Collateral (including payments made in respect of Accounts, Chattel Paper, General Intangibles or Instruments) shall be received by it, such Obligor shall immediately transfer such Cash Proceeds to the Collateral Agent for deposit into the Collateral (General) Account. Until so transferred, all such Cash Proceeds shall be held in trust by such Obligor for and as the property of the Collateral Agent and shall not be commingled with any other funds or property of such Obligor. The Collateral Agent may at any time and from time to time arrange for any or all Certificated Securities (other than Stock Collateral) that constitute Collateral to be credited to Collateral (General) Account. The Financial Assets and other property and balances credited to the Collateral Account from time to time (a) shall constitute part of the Collateral hereunder and shall not constitute payment of the Senior Obligations until applied, and (b) shall be subject to withdrawal and application only, as provided in Sections 10.05, 10.06 and 10.07, as applicable, of the Intercreditor Agreement.

4.02 Proceeds of Accounts. If so requested by the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, each Obligor shall promptly instruct (and such Obligor hereby authorizes the Collateral Agent to instruct) all account debtors in respect of Accounts, Chattel Paper and General Intangibles and all obligors on Instruments, in each case which constitutes Collateral, to make all payments in respect thereof either (a) directly to the Collateral Agent (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of the Collateral Agent) or (b) to one or more other banks in the United States of America (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of the Collateral Agent) under arrangements, in form and substance satisfactory to the Collateral Agent, pursuant to which such Obligor shall have irrevocably instructed such other bank (and such other bank shall have agreed) to remit all proceeds of such payments directly to the Collateral Agent for deposit into the Collateral (General) Account. All payments made to the Collateral Agent, as provided in the preceding sentence, shall be immediately deposited in the Collateral (General) Account.

Section 5. Further Assurances; Remedies. In furtherance of the pledge and grant of security interest pursuant to Section 3, the Obligors hereby agree with the Collateral Agent for the benefit of the Senior Creditors as follows:

5.01 Delivery and Other Perfection. Each Obligor shall:

(a) deliver to the Collateral Agent all Chattel Paper, Documents, Instruments, and Security Certificates that constitute Collateral, indorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Collateral Agent may request; provided that, so long as no Default shall have occurred and be continuing, the Collateral Agent shall, promptly upon request of the Company or the applicable Obligor, make appropriate arrangements for making any Instrument or Security Certificate (other than Stock Collateral) pledged by such Obligor available to such Obligor for purposes of presentation, collection, enforcement, renewal or registration of transfer (any such arrangement to be effected, to the extent deemed appropriate by the Collateral Agent, against indemnity or trust receipt or like document);

(b) give, execute, deliver, file, record, authorize or obtain all such financing statements, notices, instructions, memoranda, acknowledgements, instruments, agreements, consents or other documents as may be necessary or reasonably desirable in the judgment of the Collateral Agent to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable the Collateral Agent to exercise and enforce its rights hereunder or under the UCC or other applicable law with respect to such security interest, including (after the occurrence of an Event of Default) causing any or all of the Stock Collateral to be transferred of record into the name of the Collateral Agent or its nominee (and the Collateral Agent agrees that if any such Stock Collateral is transferred into its name or the name of its nominee, the Collateral Agent will thereafter promptly give to the Obligor that pledged such Stock Collateral copies of any notices and communications received by it with respect to such Stock Collateral); provided that notices to account debtors in respect of any Accounts, Chattel Paper or General

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Intangibles and to obligors on Instruments may only be given when an Event of Default has occurred and is continuing;

(c) without limiting or otherwise affecting the obligations of such Obligor under Section 5.05(c), upon the acquisition after the date hereof by such Obligor of any Collateral covered by a certificate of title or ownership (other than a Motor Vehicle), cause the Collateral Agent to be listed as the lienholder on such certificate of title and take such other steps as may be required under the law applicable to perfection of a security interest in such property to perfect such security interest, and within 10 days of the acquisition thereof deliver evidence of the same to the Collateral Agent;

(d) without limiting or otherwise affecting the obligations of such Obligor under Section 6.04 of the Intercreditor Agreement, cause each insurer in respect of the policies of insurance that constitute Collateral (other than workers' compensation insurance) to name the Collateral Agent as loss payee (to the extent covering risk of loss or damage to tangible property) and as an additional named insured as its interests may appear (to the extent covering any other risk) under such policies;

(e) take such other action as the Collateral Agent shall deem necessary or reasonably desirable to acquire a prior, perfected Lien on the Collateral under the UCC or other applicable law (including Federal law), with respect to any type of property, including vessels, aircraft and rolling stock;

(f) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Collateral Agent may reasonably require in order to reflect the security interests granted by this Agreement; and

(g) permit representatives of the Collateral Agent, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and permit representatives of the Collateral Agent to be present at such Obligor's place of business to receive copies of all communications and remittances relating to the Collateral, and forward copies of any notices or communications received by such Obligor with respect to the Collateral, all in such manner as the Collateral Agent may reasonably require.

5.02 Financing Statements. Each Obligor hereby authorizes the Collateral Agent to file, and to have filed prior to the date hereof, one or more financing statements in respect of such Obligor and/or all Obligors as debtors in such filing offices in such jurisdictions with which such a filing is (a) required to perfect the security interest granted hereunder by such Obligor or (b) reasonably desirable (in the Collateral Agent's discretion) to give notice of the security interest granted hereunder by such Obligor and/or the other Obligors, in each case containing a description of the Collateral in substantially the form set forth on Annex 10.

5.03 Other Financing Statements and Control. Except with respect to any Permitted Lien, without the prior written consent of the Collateral Agent, no Obligor shall (a) authorize the filing in any jurisdiction of any financing statement or like instrument with

respect to the Collateral in which the Collateral Agent is not named as the sole secured party or (b) cause or permit any Person other than such Obligor or the Collateral Agent to acquire "control" (as defined in Section 8-106 of the UCC or as otherwise construed for purposes of Article 8 or 9 of the UCC) over any Deposit Account, Electronic Chattel Paper, Investment Property or Letter of Credit Right.

5.04 Preservation of Rights. No Senior Creditor shall be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

5.05 Special Provisions Relating to Certain Collateral.

(a) Stock Collateral.

(1) Without limiting or otherwise affecting the security interest granted under Section 3, the Obligors, together with the Parent Pledgor, will at all times cause such security interest to be a perfected first-priority security interest on 100% of the total number of shares of each class of Pledged Stock then outstanding, except with respect to the Lien on the Pledged Stock identified on Part D of Annex 9 so long as such Lien shall be in effect (it being understood that this exception shall not be an agreement to subordinate, or otherwise effect a subordination of, the security interest in favor of the Collateral Agent).

(2) So long as no Event of Default shall have occurred and be continuing, the Obligors shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Stock Collateral for all purposes not inconsistent with the terms of this Agreement or any other Senior Debt Document, provided that the Obligors jointly and severally agree that they will not vote the Stock Collateral in any manner that is inconsistent with the terms of this Agreement or any other Senior Debt Document; and the Collateral Agent shall execute and deliver to the Obligors or cause to be executed and delivered to the Obligors all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as the Obligors may reasonably request for the purpose of enabling the Obligors to exercise the rights and powers that they are entitled to exercise pursuant to this Section 5.05(a)(2).

(3) Unless and until an Event of Default has occurred and is continuing, the Obligors shall be entitled to receive and retain any and all dividends and distributions on the Pledged Stock (it being understood and agreed that such Proceeds shall continue to be part of the Collateral).

(4) If any Event of Default shall have occurred, then so long as such Event of Default shall continue, and whether or not the Collateral Agent or any Senior Creditor exercises any available right to declare any Senior Obligation due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this Agreement, the Intercreditor Agreement or any other agreement relating to such Senior Obligation, all dividends and other distributions on the Stock Collateral shall be paid or distributed directly to the Collateral Agent for deposit to the Collateral (General) Account, and shall be retained, applied or released therefrom pursuant to the terms of the Intercreditor Agreement (as provided in

Section 4.01 of this Agreement), and, if the Collateral Agent shall so request in writing, the Obligors jointly and severally agree to execute and deliver to the Collateral Agent appropriate additional dividend, distribution and other orders and documents to that end.

(b) Intellectual Property.

(1) For the purpose of enabling the Collateral Agent to exercise its rights and remedies under Section 5.06, each Obligor hereby grants to the Collateral Agent, to the extent enforceable, a non-exclusive license (exercisable without payment of royalty or other compensation to such Obligor) to use, solely during such period as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies under Section 5.06, any of the Intellectual Property now owned or hereafter acquired by such Obligor, with the right to sublicense as necessary to enable the Collateral Agent to exercise its rights and remedies under Section 5.06.

(2) Notwithstanding anything contained herein to the contrary, but subject to the provisions of the Intercreditor Agreement that limit the rights of the Obligors to dispose of their property, so long as no Event of Default shall have occurred and be continuing, the Obligors have the sole right to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take any other actions the Obligors deem appropriate in their sole discretion with respect to the Intellectual Property in the ordinary course of their businesses. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing, the Collateral Agent shall, from time to time, upon the request of any Obligor, execute and deliver any instruments, certificates or other documents, in the form so requested, that such Obligor determines are appropriate (in its sole judgment) to allow it to take any action permitted above (including relinquishment of the rights provided pursuant to Section 5.05(b)(1) as to any specific Intellectual Property). The exercise of rights and remedies under Section 5.06 by the Collateral Agent shall not alter or terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Obligors in accordance with the first sentence of this Section 5.05(b)(2).

(3) The Obligors will furnish to the Collateral Agent from time to time (but, unless a Default shall have occurred and be continuing, no more frequently than quarterly) amendments to Annexes 4, 5 and/or 6, as the case may be, to include any letters patents of the United States of America or other Governmental Authorities and applications therefor, copyright registrations and applications therefor and trademark registrations and applications therefor that are material to the business of the Obligor and owned by such Obligor that become part of the Collateral under this Agreement.

(c) Motor Vehicles.

(1) Upon notice from the Collateral Agent to the Company, each Obligor shall promptly (and in any event within 10 days of such notice) deliver to the Collateral Agent originals of the certificates of title or ownership for the Motor Vehicles (or, if such notice is limited to specified Motor Vehicles, such specified Motor Vehicles) owned by it with the Collateral Agent listed as lienholder and take such other action as the Collateral Agent shall

deem appropriate to perfect the security interest created hereunder in all such Motor Vehicles (or such specified Motor Vehicles, as the case may be).

(2) Without limiting the generality of the foregoing, upon the acquisition after the date hereof by any Obligor of any Motor Vehicle, such Obligor shall, to the extent any notice pursuant to Section 5.05(c)(1) shall specify that it applies to future acquisitions, deliver to the Collateral Agent originals of the certificates of title or ownership for such Motor Vehicles, together with the manufacturer's statement of origin with the Collateral Agent listed as lienholder.

(3) Without limiting Section 5.11, each Obligor hereby appoints the Collateral Agent as its attorney-in-fact, effective the date hereof and terminating upon the termination of this Agreement, for the purpose of (i) executing on behalf of such Obligor title or ownership applications for filing with appropriate Governmental Authorities to enable Motor Vehicles now owned or hereafter acquired by such Obligor to be retitled and the Collateral Agent listed as lienholder thereon, (ii) filing such applications with such state agencies and (iii) executing such other documents and instruments on behalf of, and taking such other action in the name of, such Obligor as the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof (including the purpose of creating in favor of the Collateral Agent a perfected lien on the Motor Vehicles and exercising the rights and remedies of the Collateral Agent under Section 5.06). This appointment as attorney-in-fact is irrevocable and coupled with an interest. To the extent that the laws of the State of Louisiana govern any provision of this Agreement, any power of attorney or similar powers granted in this Agreement shall be deemed given pursuant to the provisions of La. R.S. § 9:5388.

(4) Any certificates of title or ownership delivered pursuant to the terms hereof shall be accompanied by odometer statements for each Motor Vehicle covered thereby.

(d) Commodity, Deposit and Securities Accounts. At the request of the Collateral Agent at any time that an Event of Default has occurred and is continuing, each Obligor shall at its own expense cause the Collateral Agent to acquire and maintain "control" (as defined in Section 8-106 or as otherwise construed for purposes of Article 8 or 9 of the UCC) over each Commodity Account, Deposit Account and Securities Account in which such Obligor shall have any beneficial interest within 10 days after the date of the Collateral Agent's request (or after the first time that such Obligor shall have a beneficial interest in such Commodity Account, Deposit Account or Securities Account, as the case may be), in each case pursuant to a written agreement in form and substance acceptable to the Collateral Agent; provided that the Collateral Agent shall at all times have control over the Collateral Account.

(e) Commercial Tort Claims. Within 10 days after the date that an Obligor shall acquire any interest in a Commercial Tort Claim, and in each such case, a Responsible Officer of such Obligor shall sign and date, and deliver to the Collateral Agent, an addendum to Annex 8 that describes in reasonable detail such Commercial Tort Claim and the nature of such Obligor's interest therein, and such addendum shall automatically supplement and become part of Annex 8 (and thereby this Agreement) without further action of any party. So long as no Event of Default has occurred and is continuing, the applicable Obligor shall retain all of its rights and privileges

with respect to a Commercial Tort Claim (except for the security interest created hereunder) and sole discretion with respect to any and all decisions to prosecute, dismiss or compromise or otherwise pursue or abandon such Commercial Tort Claim in any manner not inconsistent with the terms of this Agreement or any other Senior Debt Document and, at any time that Event of Default has occurred and is continuing, such Obligor shall be required to obtain the consent of the Collateral Agent (or waiver of the right of consent of the Collateral Agent, which in each instance the Collateral Agent may give or withhold in its sole discretion) prior to any Obligor's consenting to, or otherwise directly causing (as a result of any willful action or omission), (i) the dismissal of any legal proceedings in respect of, (ii) the compromise of, or (iii) the commencement of legal proceedings being time barred based on the applicable statute of limitations with respect to, such Commercial Tort Claim if the asserted amount or value thereof equals or exceeds \$2,500,000 (or, upon notice to the Company, such lesser amount as may be determined by the Collateral Agent in its sole discretion from time to time).

(f) Investment Property. Each Obligor that owns or otherwise has an interest in Investment Property (except to the extent provided in Section 5.05(d) with respect to Commodity Accounts and Securities Accounts, and Security Entitlements arising thereunder) shall, at all times and at its own expense, cause the Collateral Agent to acquire and maintain "control" (as defined in Section 8-106) over all such Investment Property in form, manner and substance reasonably acceptable to the Collateral Agent.

(g) Electronic Chattel Paper. Within 10 days after the request of the Collateral Agent, each Obligor that has any interest in Electronic Chattel Paper that constitutes Collateral shall at its own expense cause the Collateral Agent to acquire and at all times maintain "control" (within the meaning of Section 9-105 of the UCC) over such Electronic Chattel Paper.

(h) Letter of Credit Rights. Each Obligor that has a beneficial interest in a Letter of Credit shall, at all times and at its own expense, cause the Collateral Agent to acquire and maintain "control" (within the meaning of Section 9-107 of the UCC) over the Letter of Credit Rights with respect to such Letter of Credit.

5.06 Events of Default, Etc. During the period during which an Event of Default shall have occurred and be continuing:

(a) each Obligor shall, at the request of the Collateral Agent, assemble the Collateral owned by it at such place or places, reasonably convenient to both the Collateral Agent and such Obligor, designated in its request;

(b) the Collateral Agent may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(c) the Collateral Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the UCC (whether or not the UCC is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and

remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including the right, to the fullest extent permitted by applicable law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Collateral Agent were the sole and absolute owner thereof (and each Obligor agrees to take all such action as may be appropriate to give effect to such right);

(d) the Collateral Agent in its discretion may, in its name or in the name of the Obligors or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and

(e) the Collateral Agent may, upon ten Business Days' prior written notice to the Company, on behalf of all Obligors, of the time and place, with respect to the Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of any of the Senior Creditors or any of their respective agents, sell, lease, assign or otherwise dispose of all or any part of such Collateral, at such place or places as the Collateral Agent deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and any of the Senior Creditors or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Obligors, any such demand, notice and right or equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and the Obligors shall supply to the Collateral Agent or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

The Proceeds of each collection, sale or other disposition under this Section 5.06, including by virtue of the exercise of the license granted to the Collateral Agent in Section 5.05(b), shall be applied in accordance with Sections 10.05, 10.06 and 10.07, as applicable, of the Intercreditor Agreement.

The Obligors recognize that, by reason of certain prohibitions contained in the Securities Act of 1933 and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Obligors acknowledge

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that any such private sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agree that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the issuer thereof to register it for public sale.

5.07 Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 5.06 are insufficient to cover the costs and expenses of such realization and the payment in full of the Senior Obligations, the Obligors shall remain liable for any deficiency in respect of the Senior Obligations.

5.08 Locations; Names. Without at least 30 days' prior notice to the Collateral Agent, no Obligor shall change the location of its chief executive office, the jurisdiction or form of its organization or its name from the same shown on Annex 1 or any Guaranty Assumption Agreement to which it is a party.

5.09 Private Sale. No Senior Creditor shall incur liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 5.06 conducted in a commercially reasonable manner. Each Obligor hereby waives to the fullest extent permitted by applicable law any claims against any Senior Creditor arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Senior Obligations, even if the Collateral Agent accepts the first offer received and does not offer the Collateral to more than one offeree.

5.10 Application of Proceeds. Except as otherwise herein expressly provided, the Proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Collateral Agent under Section 4 or this Section 5, shall be applied by the Collateral Agent in accordance with Sections 10.05, 10.06 and 10.07, as applicable, of the Intercreditor Agreement.

5.11 Attorney-in-Fact. Without limiting any rights or powers granted by this Agreement to the Collateral Agent while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default the Collateral Agent is hereby appointed the attorney-in-fact of each Obligor for the purpose of carrying out the provisions of this Section 5 and taking any action and executing any instruments that the Collateral Agent may deem necessary or reasonably advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Collateral Agent shall be entitled under this Section 5 to make collections in respect of the Collateral, the Collateral Agent shall have the right and power to receive, endorse and collect all checks made payable to the order of any Obligor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

5.12 No Marshalling. Upon the occurrence and continuance of an Event of Default, the Collateral Agent may in its discretion enforce the security interest granted hereunder by sale, lease, license, collection or other realization or disposition in all or any type or portion of the Collateral at one time or from time to time, and shall not be required to marshal the order of its enforcement of such security interest in any part of the Collateral for the benefit of any Person.

5.13 Louisiana Remedies. To the extent that the laws of the State of Louisiana govern any provision of this Agreement, or there is a provision of this Agreement related to an asset located in the State of Louisiana or in which a security interest is perfected under the laws of the State of Louisiana (and nothing in this Section 5.13 is intended to derogate from any choice of law provision contained in this Agreement), in addition to all other rights and remedies provided or permitted by Louisiana and other laws, if an Event of Default shall have occurred, the Collateral Agent shall have the right to cause the Collateral to be seized and sold under Louisiana executory or ordinary process, at the Collateral Agent's sole option, without appraisal, appraisal being hereby expressly waived, as an entirety or in portions as the Collateral Agent may determine, to the highest bidder for cash, and otherwise exercise the rights, powers and remedies afforded herein and under applicable Louisiana law. For purposes of Louisiana executory process, each Obligor acknowledges the liens and security interests herein created and the Senior Obligations, and each Obligor does hereby confess judgment in favor of the Collateral Agent and the Secured Creditors for the full amount of the Senior Obligations, whether now existing or hereafter arising. Any and all declarations of fact made by authentic act before a notary public in the presence of two witnesses by a person declaring that such facts lie within his or her knowledge shall constitute authentic evidence of such facts for the purpose of executory process. Each Obligor waives: (a) the benefit of appraisal as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724, and all other laws conferring the same; (b) the demand and three days' delay accorded by Louisiana Code of Civil Procedure Articles 2639 and 2721; (c) the notice of seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721; (d) the three days' delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2721; and (e) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above. In the event the Collateral or any part thereof is seized as an incident to an action for the recognition or enforcement of this Agreement by executory process, ordinary process, sequestration, writ of *fiери facias* or otherwise, each Obligor and the Collateral Agent agree that the court issuing any such order shall, if petitioned for by the Collateral Agent, direct the applicable marshal or sheriff to appoint as a keeper of the Collateral, the Collateral Agent or any agent designated by the Collateral Agent at the time such seizure is effected. This designation of a keeper will be pursuant to La. R.S. §§ 9:5136-9:5140.2. The Collateral Agent or its agent shall be entitled to all the rights and benefits of a keeper afforded thereunder as the same may be amended, and shall be entitled to reasonable compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Collateral (including, but not limited to, brokers' fees), which shall not exceed \$20,000 per month; provided that the combined total of the keeper fee provided for herein and the keeper fees provided for in the Mortgages shall not exceed \$40,000 in any given month. References in this Agreement to a "receiver" or words of similar import shall include a keeper appointed pursuant to the provisions of this Section. The Collateral Agent shall not be under any obligation to petition such court for the appointment of a keeper.

Section 6. Miscellaneous.

6.01 Notices. All notices, requests, consents and demands hereunder shall be in writing and telecopied or delivered to the intended recipient at its specified pursuant to Section 13.02 of the Intercreditor Agreement and shall be deemed to have been given at the times specified in said Section.

6.02 No Waiver. No failure on the part of any Senior Creditor to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by any Senior Creditor of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

6.03 Amendments, Etc. The terms of this Agreement may be amended, restated, supplemented or otherwise modified, or waived, only by an instrument in writing duly executed by the Company and the Collateral Agent (subject to its authority under the Intercreditor Agreement); provided that no such amendment, restatement, supplement or other modification or waiver shall be effective against any Obligor adversely affected thereby without the written agreement or consent of such Obligor thereto; provided, further, that each supplement to this Agreement delivered in accordance with Section 5.05(e) shall be effective notwithstanding that such supplement is not executed by any party hereto other than the Obligor specified in Section 5.05(e).

6.04 Expenses. The Obligors jointly and severally agree to reimburse the Collateral Agent for all of its reasonable costs and expenses (including the reasonable fees and expenses of legal counsel) in connection with (i) any Default and any enforcement or collection proceeding resulting therefrom, including all manner of participation in or other involvement with (w) performance by the Collateral Agent of any obligations of the Obligors in respect of the Collateral that the Obligors have failed or refused to perform, (x) bankruptcy, insolvency, receivership, foreclosure, winding-up or liquidation proceedings, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Collateral, and for the care of the Collateral and defending or asserting rights and claims of the Collateral Agent in respect thereof, by litigation or otherwise, including expenses of insurance, (y) judicial or regulatory proceedings and (z) workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated) and (ii) the enforcement of this Section 6.04, and all such costs and expenses shall be Senior Obligations entitled to the benefits of the collateral security provided pursuant to Section 3.

6.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each Obligor and the Senior Creditors, provided that no Obligor shall assign or transfer its rights or obligations hereunder without the prior written consent of the Collateral Agent (other than in connection with a merger permitted under Section 8.03 of the Intercreditor Agreement).

6.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6.07 Governing Law; Jurisdiction; Etc.

(a) Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Submission to Jurisdiction. Each Obligor hereby irrevocably and unconditionally submits, for itself and its properties, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent may otherwise have to bring any action or proceeding relating to this Agreement against any Obligor or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. The Parent Pledgor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 6.07(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

6.08 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

6.09 Agents and Attorneys-in-Fact. The Collateral Agent may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it without gross negligence or willful misconduct and in good faith.

6.10 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall

remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Senior Creditors in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

6.11 Additional Subsidiary Guarantors. Each Subsidiary of the Company that shall be required to become a "Subsidiary Guarantor" pursuant to Section 6.06 of the Intercreditor Agreement shall contemporaneously become a "Subsidiary Guarantor" (and thereby an "Obligor") under this Agreement, by executing and delivering to the Collateral Agent a Guarantee Assumption Agreement in the form of Exhibit A to the Intercreditor Agreement and, upon the execution and delivery of any such Guarantee Assumption Agreement by any such Subsidiary, such Subsidiary shall automatically and immediately, and without any further action on the part of any Person, become a "Subsidiary Guarantor" (and thereby an "Obligor") for all purposes of this Agreement, and each of the Annexes shall be supplemented in the manner specified in such Guarantee Assumption Agreement.


6.12 Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 6.12.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
uted and delivered as of the day and year first above written.

COMPANY

WESTLAKE CHEMICAL CORPORATION

By:  _____ 12
Name:
Title:

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SUBSIDIARY GUARANTORS

WESTLAKE OLEFINS CORPORATION
WESTLAKE VINYL, INC.
WESTLAKE PVC CORPORATION
WESTLAKE MANAGEMENT SERVICES, INC.
WESTLAKE RESOURCES CORPORATION
WESTLAKE OVERSEAS CORPORATION
WESTLAKE VINYL CORPORATION
WESTLAKE CHEMICAL INVESTMENTS, INC.
WESTLAKE CHEMICAL HOLDINGS, INC.
WESTLAKE CHEMICAL MANUFACTURING, INC.
WESTLAKE DEVELOPMENT CORPORATION
WESTLAKE CHEMICAL PRODUCTS, INC.
GRAMERCY CHLOR-ALKALI CORPORATION
NORTH AMERICAN PIPE CORPORATION
WESTLAKE PROFILES LIMITED
NORTH AMERICAN PROFILES LIMITED
NORTH AMERICAN PROFILES, INC.
VAN BUREN PIPE CORPORATION
WESTECH BUILDING PRODUCTS, INC.
WESTLAKE POLYMERS LP

By: Westlake Chemical Investments, Inc.,
its sole general partner

WESTLAKE PETROCHEMICALS LP


By: Westlake Chemical Investments, Inc.,
its sole general partner

WPT LP

By: Westlake Chemical Holdings, Inc.,
its sole general partner

WESTLAKE STYRENE LP


By: Westlake Chemical Holdings, Inc.,
its sole general partner

By 
Name: _____ 17
Title:

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COLLATERAL AGENT

JPMORGAN CHASE BANK,
as Collateral Agent

By: 
Name: _____
Title:

PETER A. DEDOUSIS
MANAGING DIRECTOR

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Obligor Information; Locations

Part A – Name, location of chief executive office, jurisdiction and form of organization

Related Party	Jurisdiction of Organization	Form of Entity	Federal Taxpayer ID Number
Westlake Polymer & Petrochemical, Inc.	Delaware	Corporation	76-0544849
Westlake Chemical Corporation	Delaware	Corporation	76-0346924
North American Pipe Corporation	Delaware	Corporation	76-0370735
Van Buren Pipe Corporation	Delaware	Corporation	76-0441452
Westech Building Products, Inc.	Delaware	Corporation	76-0498816
North American Profiles, Inc.	Delaware	Corporation	76-0636880
Westlake Chemical Holdings, Inc.	Delaware	Corporation	76-0664308
Westlake Chemical Manufacturing, Inc.	Delaware	Corporation	51-0405162
Westlake Development Corporation	Delaware	Corporation	76-0666307
Westlake Vinyl Corporation	Delaware	Corporation	76-0414632
Gramercy Chlor-Alkali Corporation	Delaware	Corporation	76-0669252
Westlake Vinyls, Inc.	Delaware	Corporation	76-0542667
Westlake PVC Corporation	Delaware	Corporation	76-0346192
Westlake Profiles Limited	Canada	Corporation	Canadian #99233249
North American Profiles Limited	Canada	Corporation	Canadian #97743579
Westlake Olefins Corporation	Delaware	Corporation	52-1629821
Westlake Chemical Investments, Inc.	Delaware	Corporation	76-0664309
Westlake Chemical Products, Inc.	Delaware	Corporation	1-0405164
Westlake Overseas Corporation	U.S. Virgin Islands	Corporation	66-0443812
Westlake Resources Corporation	Delaware	Corporation	76-0321064
Westlake Management Services, Inc.	Delaware	Corporation	76-0321065
Westlake Polymers LP	Delaware	Limited Partnership	76-0144230
Westlake Petrochemicals LP	Delaware	Limited Partnership	76-0553330
WPT LP	Delaware	Limited Partnership	76-0469048
Westlake Styrene LP	Delaware	Limited Partnership	76-0294926

The chief executive office of all of the above (except for Westlake Chemical Manufacturing, Inc. and Westlake Chemical Products, Inc.) is:

2801 Post Oak Boulevard
Houston, Texas 77056
Harris County

The chief executive office of Westlake Chemical Manufacturing, Inc. and Westlake Chemical Products, Inc. is:

103 Foulk Road, Suite 107
Wilmington, Delaware 19803
Newcastle County

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Part B – Locations of Goods

<u>Related Party</u>	<u>Mailing Address</u>	<u>County</u>
North American Pipe Corporation	200 Park Place Boonville, Mississippi 38829	Prentiss
	401 Industrial Park Road Boonville Mississippi 38829	Prentiss
	725 Industrial Drive Litchfield, Illinois 62056	Montgomery
	3348 Industrial Drive Wichita Falls, Texas 76305	Wichita
	500 Bloomfield Road Springfield, Kentucky 40069	Washington
Westlake Styrene LP	900 Highway 108 Sulphur, Louisiana 70664-2449	Calcasieu
WPT LP	900 Highway 108 Sulphur, Louisiana 70664-2449	Calcasieu
Westlake Vinyls, Inc.	2672 Industrial Parkway Calvert City, Kentucky 42029	Marshall
Westlake PVC Corporation	230 Johnson Riley Road Calvert City, Kentucky	Marshall
North American Profiles, Inc.	2287 Route 292 Holmes, New York	Dutchess
Westech Building Products, Inc.	7451 Highway 62 East Mt. Vernon, Indiana 476720	Posey
Van Buren Pipe Corporation	603 South 28 th Street Van Buren, Arkansas 72956	Crawford
Westlake Polymers LP	3525 Cities Service Highway Sulphur, Louisiana 70665	Calcasieu
Westlake Petrochemicals LP	900 Highway 108 Sulphur, Louisiana 70664-2449	Calcasieu
Westlake Profiles Limited	7504 130 th Street S.E. Calgary, Canada T2C-1M8	Alberta Provence
North American Profiles Limited	7504 130 th Street S.E. Calgary, Canada T2C-1M8	Alberta Provence

Pledge and Security Agreement

<u>Related Party</u>	<u>Mailing Address</u>	<u>County</u>	<u>Type of Property</u>
North American Pipe Corporation	Hodges Southwest Houston Storage 3900 Dennis Houston Tx 77004	Harris	Inventory
	Communication Pdts & Svcs., Inc 1740 West Warren Ave Englewood, Co 80110	Arapahoe	Inventory
Westlake PVC Corporation	Pace, Florida	Santa Rosa	Spare Parts
	Louisville, Kentucky	Jefferson	Inventory
	South Plainfield, New Jersey	Somerset	Inventory
	Wichita Falls, Texas	Wichita	Inventory
	Ogdensburg, New York	St. Lawrence	Inventory
	Hamilton, Ontario Canada	Hamilton-Wentworth	Inventory
	Philadelphia, Pennsylvania	Philadelphia	Inventory
	Carrollton, Ohio	Dallas & Denton	Inventory
	Edison, New Jersey	Middlesex	Inventory
Houston, Texas	Harris	Inventory	
Westlake Vinyls, Inc.	J.D. Streett One River Road St. Louis, Missouri 63125	Independent City	Inventory
	Port of Guntersville Foot of Worth Street Guntersville, Alabama 35976	Marshall	Inventory
	Transmontaigne Terminaling, Inc. 20 Jackson Street New Albany, Indiana 47150	Floyd	Inventory
	IMTT 13589 Main Street Lemont, Illinois 60439	Cook	Inventory
	Brenntag Mid-South, Inc. 2701 Channel Avenue Memphis, Tennessee 43990	Shelby	Inventory
	Royal Polymers Limited 900 South Vidal Street Sarnia, Ontario N7T 8G1	Lambton	Inventory
	Huntsman Petrochemical Corp. Plant 4 Port Neches, Texas 44130	Jefferson	Inventory
	Flanders Electric 8101 Baumgart Road Evansville, Indiana 47724	Vanderburgh	Inventory
	TEPPCO Mont Belvieu, Texas	Chambers	Inventory

Pledge and Security Agreement

Westlake Styrene LP	Queen City, Ohio	Hamilton	Inventory
Westlake Polymers LP	Akron, Ohio	Summit	Inventory
	Alexandria, Louisiana	Rapides	Inventory
	Alvarado, California	Alameda	Inventory
	Appleton, Wisconsin	Outagamie	Inventory
	Asheboro, North Carolina	Randolph	Inventory
	Bolivar, Ohio	Polk	Inventory
	Bridgewater, New Jersey	Somerset	Inventory
	Carrollton, Texas	Dallas & Denton	Inventory
	Chicago Heights, Illinois	Cook	Inventory
	Chicago, Illinois	Cook	Inventory
	Chino, California	San Bernardino	Inventory
	Chippewa Falls, Wisconsin	Chippewa	Inventory
	Crossett, Arkansas	Ashley	Inventory
	Flemington, New Jersey	Hunterdon	Inventory
	Fond Du Lac, Wisconsin	Fond Du Lac	Inventory
	Fort Pierce, Florida	St. Lucie	Inventory
	Fort Worth, Texas	Tarrant	Inventory
	High Point, North Carolina	Guilford	Inventory
	Jackson, Tennessee	Madison	Inventory
	Kalamazoo, Michigan	Kalamazoo	Inventory
	Lakeville, Minnesota	Dakota	Inventory
	Leominster, Massachusetts	Worcester	Inventory
	Logandale, Nevada	Clark	Inventory
	Matthews, North Carolina	Mecklenburg	Inventory
	Monroe, Louisiana	Ouachita	Inventory
	Morristown, Tennessee	Hamblen	Inventory
	Montreal, Quebec	Montreal	Inventory
	N. Littlerock, Arkansas	Pulaski	Inventory
	Nashville, Tennessee	Davidson	Inventory
	Norcross, Georgia	Gwinnett	Inventory
	North Portland, Oregon	Multnomah	Inventory
	Ogdensburg, New York	St. Lawrence	Inventory
	Orange, Texas	Orange	Inventory
	Parchment, Michigan	Kalamazoo	Inventory
	Pittston, Pennsylvania	Luzerne	Inventory
	Prattville, Alabama	Autauga	Inventory
	Presto, Utah	Cache	Inventory
	Phoenix, Arizona	Maricopa	Inventory
	Santa Fe Springs, California	Los Angeles	Inventory
	Senoia, Georgia	Coweta	Inventory
	Service, Texas	Ellis	Inventory
	South Boston, Virginia	Halifax	Inventory
	St. Mary's, Georgia	Camden	Inventory
	Summit, Mississippi	Pike	Inventory
	Tacoma, Washington	Pierce	Inventory
	Terre Haute, Indiana	Vigo	Inventory
	Truro, Nova Scotia	Colchester	Inventory
	Tupelo, Mississippi	Lee	Inventory
	United DC - Lathrp	Harris	Inventory
	United DC - Market	Harris	Inventory
	W.T. Packaging-Houston, Texas	Harris	Inventory
	Wald - Tinkle-Houston, Texas	Harris	Inventory
	Ware, Massachusetts	Hampshire	Inventory
	Warm Springs, California	Alameda	Inventory

Pledge and Security Agreement

None.

Pledged Stock Collateral

Part A – Pledged Stock

ISSUER	CERT. NO	OWNER	NO. OF SHARES	CLASS	PAR VALUE
Westlake Olefins Corporation	8	Westlake Chemical Corporation	8,000	Common	10,000
Westlake Olefins Corporation	9	Westlake Polymer & Petrochemical, Inc.	2,000	Common	10,000
Westlake Chemical Holdings, Inc.	1	Westlake Chemical Corporation	1,000	Common	1.00
Westlake Chemical Manufacturing, Inc.	1	Westlake Chemical Corporation	1,000	Common	1.00
Westlake Development Corporation	1	Westlake Chemical Corporation	1,000	Common	1.00
Westlake Vinyl Corporation	2	Westlake Chemical Corporation	1,000	Common	1.00
North American Pipe Corporation	4	Westlake Chemical Corporation	1,000	Common	1.00
Westlake Profiles Limited	1C	Westlake Chemical Corporation	100	Common	No Par Val.
Westlake Profiles Limited	1P	Westlake Chemical Corporation	6,000	Preference	No Par Val
Westlake Vinyls, Inc.	3	Westlake Vinyl Corporation	1,000	Common	No Par Val.
Westlake PVC Corporation	5	Westlake Vinyl Corporation	1,000	Common	1.00
Gramercy Chlor-Alkali Corporation	1	Westlake Vinyl Corporation	10	Common	1.00
Westlake International Investments Corporation	2	Westlake Olefins Corporation	300,000	Ordinary	1.00
Westlake International Investments Corporation	3	Westlake Olefins Corporation	5,000,000	Non Voting Preferred	1.00
Westlake Chemical Investments, Inc.	1	Westlake Olefins Corporation	1,000	Common	1.00
Westlake Chemical Products, Inc.	1	Westlake Olefins Corporation	1,000	Common	1.00
Westlake Resources Corporation	2	Westlake Olefins Corporation	1,000	Common	1.00
Westlake Management Services, Inc.	2	Westlake Olefins Corporation	1,000	Common	1.00
North American Profiles, Inc.	1	North American Pipe Corporation	10	Common	1.00
Westech Building Products, Inc.	2	North American Pipe Corporation	1,000	Common	1.00
Van Buren Pipe Corporation	2	North American Pipe Corporation	1,000	Common	1.00
North American Profiles Limited	2	Westlake Profiles Limited	100	Common	No Par Val.
North American Profiles Limited	1P	Westlake Profiles Limited	5,999	Preference	No Par Val.
Westlake AR Corporation	1	Westlake Management Services, Inc.	1,000	Common	1.00
Westlake Overseas Corporation	2	Westlake Polymers LP	1,000	Non-Assess.	No Par Val.
ChemConnect, Inc.	PD-29	Westlake Chemical Corporation	133,333	Non-Assess.	No Par Val.
Philip Services Corporation	01514	Westlake Petrochemicals LP (certificate states Westlake Petro Chemicals Corp.)	3,643	Non-Assess.	No Par Val.

Pledge and Security Agreement

NY3:#7283937v14

Part B – Pledged Stock Rights

None.

Pledge and Security Agreement

NY3:#7283937v14

Copyrights

None.

Pledge and Security Agreement

TRADEMARK
REEL: 002533 FRAME: 0606

Patents

Westlake Vinyls, Inc.

METHOD FOR QUENCHING A GAS STREAM IN THE PRODUCTION OF VINYL CHLORIDE MONOMER

UNITED STATES	89167.000005	NEW	12/14/94	355,918	4/16/96	5,507,921	ISSUED
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APPARATUS FOR QUENCHING A GAS STREAM IN THE PRODUCTION OF VINYL CHLORIDE MONOMER

UNITED STATES	89167.000006	DIV	6/7/95	475,566	9/24/96	5,558,746	ISSUED
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Westech Building Products, Inc. (Issued in the name of Westech Fence)

INTER-CONNECTABLE, MODULAR DECK MEMBER

UNITED STATES	88545.000003	NEW	12/13/96	08/766,281	6/2/98	5,758,467	ISSUED
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ADJUSTABLE WIDTH PANEL ASSEMBLY (FENCE)

CANADA	88545.000005CA	CEQ	1/4/96	2,166,587	2/22/00	2,166,587	ISSUED
MEXICO	88545.000005MX	CEQ	1/10/96	960,177	5/15/00	196,447	ISSUED
UNITED STATES	88545.000005	NEW	12/11/95	552,187	3/10/98	5,725,201	ISSUED
UNITED STATES	88545.000006	CON	8/13/97	08/910,294	5/18/99	5,904,343	ISSUED

Pledge and Security Agreement

NY3:#7283937v14

TRADEMARK
REEL: 002533 FRAME: 0607

TrademarksWESTLAKE POLYMERS LP

<u>COUNTRY STATUS</u>	<u>REFERENCE# CLASS</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>
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W and design

UNITED STATES REGISTERED	89182.000003 01	9/7/90	74/094,804	2/25/92	1,676,459
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01 - INDUSTRIAL CHEMICALS FOR USE IN THE MANUFACTURE OF INJECTION MOLDINGS, BLOW MOLDINGS, LAMINATES, FILMS, PIPING, EXTRUSION COATINGS, LINERS AND RELATED APPLICATIONS

UNITED STATES REGISTERED	89182.000004 01	10/30/89	73/834,997	7/31/90	1,607,903
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01 - CHEMICALS FOR INDUSTRIAL USE, NAMELY POLYETHYLENE FOR USE IN THE MANUFACTURE OF FILMS, LAMINATIONS AND MOLDINGS

W stylized with color

UNITED STATES REGISTERED	89182.000005 01	9/23/96	75/171,254	4/21/98	2,151,862
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01 - COMMODITY AND SPECIALTY CHEMICALS FOR INDUSTRIAL, COMMERCIAL AND CONSUMER APPLICATIONS, NAMELY, UNPROCESSED ARTIFICIAL RESINS, POLYMERS, UNPROCESSED PLASTICS, MONOMERS, AND CHEMICAL FEEDSTOCKS ALL FOR GENERAL INDUSTRIAL USE

WESTLAKE

UNITED STATES REGISTERED	89182.000002 01,17	9/23/96	75/169,812	4/21/98	2,151,855
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01 - COMMODITY AND SPECIALTY CHEMICALS FOR INDUSTRIAL, COMMERCIAL AND CONSUMER APPLICATIONS, NAMELY, UNPROCESSED ARTIFICIAL RESINS, POLYMERS, UNPROCESSED PLASTICS, MONOMERS, AND CHEMICAL FEEDSTOCKS ALL FOR GENERAL INDUSTRIAL USE

17 - PLASTIC IN EXTRUDED FORM FOR GENERAL INDUSTRIAL USE

WESTLAKE and design

UNITED STATES REGISTERED	89182.000006 01	10/1/96	75/175,049	11/16/99	2,293,058
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01 - COMMODITY AND SPECIALTY CHEMICALS FOR INDUSTRIAL, COMMERCIAL AND CONSUMER APPLICATIONS, NAMELY, UNPROCESSED ARTIFICIAL RESINS, POLYMERS, UNPROCESSED PLASTICS, MONOMERS, AND CHEMICAL FEEDSTOCKS ALL FOR GENERAL INDUSTRIAL USE

North American Pipe Corporation- PE Pipe**AMERIFLOW**

UNITED STATES REGISTERED	60970.000002 17	8/26/97	75/346,903	4/6/99	2,236,524
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17 - NON-METALLIC POLYETHYLENE PIPES, NAMELY, PIPES FOR CONVEYING WATER, INCLUDING DRINKING WATER, NATURAL GAS, SEWAGE, AND FACTORY EFFLUENT; PIPES FOR USE IN OIL AND GAS FIELDS; PIPES FOR RELINING WATER AND SEWER LINES

Pledge and Security Agreement

AMERIFLOW COLOR CODE

UNITED STATES 60970.000004 4/3/01 76/235,044
PENDING 17

17 - NON-METALLIC POLYETHYLENE PIPES, NAMELY PIPES FOR CONVEYING WATER, INCLUDING DRINKING WATER, NATURAL GAS, SEWAGE, AND FACTORY EFFLUENT; POLYETHYLENE PIPES FOR USE IN OIL AND GAS FIELDS; AND POLYETHYLENE PIPES FOR RELINING WATER AND SEWER LINES.

COLOR CODE

UNITED STATES 60970.000005 4/3/01 76/235,043
PENDING 17

17 - NON-METALLIC POLYETHYLENE PIPES, NAMELY PIPES FOR CONVEYING WATER, INCLUDING DRINKING WATER, NATURAL GAS, SEWAGE, AND FACTORY EFFLUENT; POLYETHYLENE PIPES FOR USE IN OIL AND GAS FIELDS; AND POLYETHYLENE PIPES FOR RELINING WATER AND SEWER LINES.

NORTH AMERICAN PIPE CORPORATION--PVC PIPE

COUNTRY REFERENCE# FILED APPL# REGDT REG#
STATUS CLASS

FLOW INTO THE FUTURE TODAY

UNITED STATES 60971.000003 5/15/00 76/048,455
ABANDONED 17

17 - NON-METALLIC POLYETHYLENE PIPES, NAMELY, PIPES FOR CONVEYING WATER INCLUDING DRINKING WATER, NATURAL GAS, SEWAGE, AND FACTORY EFFLUENT; POLYETHYLENE PIPES FOR USE IN OIL AND GAS FIELDS; AND POLYETHYLENE PIPES FOR RELINING WATER AND SEWER LINES

N and design

UNITED STATES 60971.000002 8/29/97 75/349,225
ALLOWED 17

17 - NON-METALLIC POLYETHYLENE PIPES, NAMELY, PIPES FOR CONVEYING WATER, INCLUDING DRINKING WATER, NATURAL GAS, SEWAGE, AND FACTORY EFFLUENT; PIPES FOR USE IN OIL AND GAS FIELDS; PIPES FOR RELINING WATER AND SEWER LINES

NORTH AMERICAN PROFILES, INC.

FIBERLUX

UNITED STATES 62953.000002 1/18/82 73/346,226 11/19/85 1,370,748
REGISTERED 01,19,07

01 - PVC EXTRUSION ADHESIVE CEMENT
19 - WINDOW ASSEMBLIES, SLIDING GLASS DOOR ASSEMBLIES, STORM DOORS AND WINDOWS, PATIO DOORS, ALL FORMED WITH PVC (POLYVINYLCHLORIDE) PLASTIC EXTRUSIONS, PVC EXTRUSIONS FOR CONSTRUCTING DOOR AND WINDOW ASSEMBLIES, PVC KNOCK DOWN AND REPLACEMENT WINDOWS, FIBERGLASS PATIO COVERS, ROOM ENCLOSURES, AND PORCH AND SCREEN ENCLOSURES

07 - MACHINERY FOR PRE-WASHING GLASS PANELS PRIOR TO ASSEMBLY IN INSULATED GLASS STRUCTURES

NAPG

UNITED STATES 62953.000003 3/27/01 76/231,585
ALLOWED 19

19 - NON-METALLIC BUILDING MATERIALS, NAMELY, NON-METALLIC MOLDINGS AND NON-METALLIC EXTRUSIONS FOR FRAMES AND SASHES FOR WINDOWS AND DOORS

Pledge and Security Agreement

NAPG and design

UNITED STATES 62953.000007 4/16/01 76/241,325
ALLOWED 19

19 - NON-METALLIC BUILDINGS, NAMELY, NON-METALLIC MOLDINGS AND NON-METALLIC EXTRUSIONS FOR FRAMES AND SASHES FOR WINDOWS AND DOORS

NAPG NORTH AMERICAN PROFILES GROUP and design

UNITED STATES 62953.000004 1/23/02 76/361,725
PENDING 19

19 - NON-METALLIC BUILDING MATERIALS, NAMELY, NON-METALLIC MOLDINGS AND NON-METALLIC EXTRUSIONS FOR FRAMES AND SASHES FOR WINDOWS AND DOORS

THE PREFERRED

UNITED STATES 62953.000005 6/19/92 74/286,589 2/1/94 1,819,583
REGISTERED 19

19 - NON-METAL WINDOWS AND VINYL EXTRUSIONS FOR USE IN THE MANUFACTURE OF WINDOWS, SOLD AS A UNIT

ULTRAVIEW

UNITED STATES 62953.000006 4/10/89 73/792,576 11/7/89 1,564,540
REGISTERED 19

19 - VINYL EXTRUSIONS FOR USE IN THE MANUFACTURE OF WINDOWS

NORTH AMERICAN PIPE CORPORATION

<u>COUNTRY</u> <u>STATUS</u>	<u>REFERENCE#</u> <u>CLASS</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>
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OCEAN PARK

UNITED STATES 88544.000004 6/8/98 75/499,341
ABANDONED 19

19 - VINYL FENCES; VINYL SIDING; VINYL DECKING; VINYL DOCKS; VINYL PROFILES; VINYL DOOR FRAMES; VINYL SOFFITS; VINYL WINDOW FRAMES

PRESIDIO

UNITED STATES 88544.000005 10/3/00 76/140,044
PENDING 19

19 - PLASTIC OUTDOOR PATIO AND GARDEN FURNITURE PRODUCTS, NAMELY, TRELLISES, ARBORS AND WISHING WELLS

ENERPRO

CANADA 88545.000009CA 1/15/86 555,615 3/11/88 337,905
REGISTERED 00

00 - MOLDINGS AND EXTRUSIONS FOR FRAMES AND SASHES FOR WINDOWS AND DOORS AND ACCESSORY ATTACHMENTS THEREFOR

PRESIDIO

CANADA 88545.000007CA 6/24/98 882,360 9/21/99 516,645
REGISTERED 00

00 - VINYL DECK PRODUCTS, NAMELY, VINYL DECK PLANKS, VINYL DECK EDGING, VINYL DOCKS, AND VINYL RAILINGS

CANADA 88545.000002CA 9/7/95 791,928 9/16/98 500,743
REGISTERED 00

Pledge and Security Agreement

00 - VINYL FENCING

UNITED STATES 88545.007abndnd 8/22/97 75/345,448
ALLOWED 19

19 - VINYL DECK PRODUCTS, NAMELY VINYL DECK PLANTS AND VINYL DECK EDGING

UNITED STATES 88545.000007 11/26/01 78/094,995
PENDING 19

19 - VINYL DECK PRODUCTS, NAMELY VINYL DECK PLANKS AND VINYL DECK EDGING

UNITED STATES 88545.000002 9/25/95 74/734,127 1/20/98 2,130,990
REGISTERED 19

19 - VINYL FENCING PRODUCTS, NAMELY, VINYL PANELS AND VINYL POSTS

RELIANT

UNITED STATES 88545.000011 1/15/02 76/359,294
PENDING 19

19 - VINYL DECK PRODUCTS, NAMELY, VINYL RAILING KITS FOR DECKS

SENTINEL

UNITED STATES 88545.000010 1/15/02 76/359,293
PENDING 19

19 - VINYL DECK PRODUCTS, NAMELY, VINYL RAILING KITS FOR DECKS

WESTECH

CANADA 88545.000004CA 6/26/95 785,965 12/6/99 520,324
REGISTERED 00

00 - VINYL FENCING, WINDOWS AND DOORS

UNITED STATES 88545.000004 6/19/95 74/690,443 1/20/98 2,130,940
REGISTERED 19

19 - VINYL FENCING PRODUCTS, NAMELY, VINYL PANELS AND VINYL POSTS; VINYL WINDOWS; VINYL DOORS;
VINYL SIDING

NORTH AMERICAN PROFILES LIMITED

<u>COUNTRY</u> <u>STATUS</u>	<u>REFERENCE#</u> <u>CLASS</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>
UNITED STATES ALLOWED	88545.000009 19	4/17/00	76/027,070		

19 - NON-METALLIC BUILDING MATERIALS, NAMELY NON-METALLIC MOLDINGS AND NON-METALLIC
EXTRUSIONS FOR FRAMES AND SASHES FOR WINDOWS AND DOORS

Pledge and Security Agreement

None.

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Commercial Tort Claims

In the Matter of the Arbitration between Westlake Polymers Corporation, et al v. BP Chemicals, Ltd.; In the ICC International Court of Arbitration

Arbitration proceeding against BP Chemicals for fraudulently inducing Westlake into acquiring BP's catalyst technology for the manufacture of polyethylene. The arbitration is scheduled for early fall 2002.

Taita Chemical Company, Ltd. v. Westlake Styrene Corporation, C.A. No. CV-97-2374; In the U.S. District Court for the Western District of Louisiana, Lake Charles Division

Taita brought suit to recoup alleged overpayments relative to the Off-Take Agreement between Taita and Westlake Styrene dated January 1991. At the conclusion of the trial held in March 2002, the jury awarded Westlake \$16 million on its counterclaim. Taita has filed an appeal.

Westlake Chemical Corporation and Westlake Management Services, Inc. v. Oracle Corporation, Experio Solutions Corp., and Grant Thornton LLP; Cause No. 2001-64891; In the 80th Judicial District Court of Harris County, Texas

Action for fraud and misrepresentation as a result of Defendants' inducement of Westlake to purchase Oracle's Internet Procurement Software package and to continue to devote time, resources and money to the project even though Oracle knew that the software package was not capable of performing as represented.

Westlake Polymers Corporation, Westlake Petrochemicals Corporation and Westlake Styrene Corporation v. Entergy Corporation, Entergy Gulf States, Inc., Entergy Louisiana, Inc., Entergy Services, Inc. and Schweitzer Engineering Laboratories, Inc.; Case No. 2000-13212; In the Civil District Court, Parish of Orleans, State of Louisiana

Suit for damages arising out of the August 31, 1999 power outage at the Lake Charles plant. The suit also seeks to rescind or reform the January 25, 1996 Memorandum of Understanding with Entergy.

Westlake Petrochemicals Corporation, et al v. TMG Industrial Services, Inc., et al; Cause No. 2001-001527; In the 14th Judicial District Court, Parish of Calcasieu, Louisiana

Action for damages arising out of the April 5, 2000 power outage at WPT's facility allegedly as a result of an employee from The Meyer Group having tripped the UPS switch.

North American Pipe Corporation v. Texas Utilities, SM&P Utility Resources, Inc., and GB&G Construction, Inc.; Cause No. 01-7829; In the F-116th Judicial District of Dallas County, Texas

Action for damages arising out of the power outage in July 2000 at the Wichita Falls plant as a result of Defendants' cutting a live cable that supplied power to the plant while digging a trench.

Westlake CA&O Corporation v. Department of Transportation, United States Coast Guard; No.

Pledge and Security Agreement

99-1211; In the United States Court of Appeals for the District of Columbia Circuit

Suit brought against the Coast Guard as a result of the Coast Guard's issuance of approximately \$17,000,000 in penalty assessments to WCA&O regarding mistakes related to the documentation of barges acquired in 1997 with the purchase of the Calvert City chlorine and ethylene plants. The Coast Guard ultimately withdrew the penalty assessments and agreed to issue a rulemaking. The rulemaking proceeding has not yet commenced. In the event that no action is taken by the Coast Guard on the rulemaking, WCA&O will seek to resolve the suit by a settlement agreement.

Pledge and Security Agreement

Exceptions

Part A – Infringement by Third-Parties

None.

Part B – Infringement by Obligors

None.

Part C – Intellectual Property excluded from Collateral

None.

Part D – Existing Lien on Pledged Stock

Approximately 3.14 percent of the limited partner interests in Westlake Styrene LP, which interests are held by Westlake Chemical Holdings, Inc. and Westlake Chemical Manufacturing, Inc., is subject to a Lien in favor of Sumitomo Corporation and Sumitomo Corporation of America pursuant to the terms of a Sale and Security Agreement dated December 31, 1997 between Sumitomo Corporation and Sumitomo Corporation of America, as Sellers, and Westlake International Corporation, as Purchaser, to secure a remaining purchase price obligation of \$2,400,000, payable on or before December 31, 2002.

Collateral Description

(1) In the case that the Company has notified the Collateral Agent that the applicable Obligor is a party to a Receivables Securitization Program, the collateral description referred to in Section 5.02 for any financing statement naming that Obligor as a debtor is as follows:

All of Debtor's right, title and interest in, to and under all of the property, assets and revenues of the Debtor, whether now owned or hereafter acquired and whether now existing or hereafter coming into existence (all of the property, assets and revenues described being collectively referred to herein as the "Collateral"): (a) all Accounts; (b) all Deposit Accounts and Money; (c) all Instruments (including, without limitation, Negotiable Instruments); (d) all Documents; (e) all Chattel Paper (whether tangible or electronic); (f) all Goods (including, without limitation, Equipment, Fixtures and Inventory); (g) all Letter-of-Credit Rights; (h) all Stock Collateral; (i) the Collateral Account, including, without limitation, all Financial Assets and other property and balances credited thereto from time to time and Security Entitlements with respect thereto; (j) Hedge Agreements; (k) all Investment Property (including, without limitation, all Securities, Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts); (l) all Intellectual Property (including, without limitation, all Copyrights, Patents and Trademarks); (m) all General Intangibles (including, without limitation, all Payment Intangibles and policies of insurance); (n) Commercial Tort Claims; and (o) all Proceeds; provided that the Collateral shall not include the Receivables Securitization Assets to the extent that such assets are subject to an on-going sale pursuant to, or a security interest in effect under, a Receivables Securitization Program.

Capitalized terms used herein above have the respective meanings assigned to them below. Capitalized terms used, and not defined herein below, have the respective meanings assigned to such terms in the Intercreditor and Common Terms Agreement.

"Accounts", "Chattel Paper", "Commodity Accounts", "Commodity Contracts", "Deposit Accounts", "Documents", "Equipment", "Financial Assets", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Money", "Negotiable Instruments", "Payment Intangibles", "Securities", "Securities Accounts" and "Security Entitlements" have the respective meanings assigned to such terms in the UCC.

"Collateral Account" means the deposit accounts and securities accounts established and maintained in the name of the Secured Party, as further described in Section 10.03 of the Intercreditor and Common Terms Agreement.

"Commercial Tort Claims" means "Commercial Tort Claims" as such term is defined the UCC and which are described on Schedule 1 hereto.

"Copyrights" means all copyrights arising under the laws of the United States of America or any other Governmental Authority, whether registered or unregistered and

Pledge and Security Agreement

whether published or unpublished, all registrations and recordings thereof, all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and all rights to obtain renewals thereof.

“Governmental Authority” means the government of the United States of America, or of any other nation, or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Hedge Agreements” means any swap agreement, cap agreement, collar agreement, futures contract, forward contract or similar agreement or arrangement of a member of the Restricted Group, entered into to protect against or mitigate the effect of fluctuations in interest rates, foreign exchange rates or prices of petrochemicals or other raw materials consumed in the ordinary course of business, either generally or under specific contingencies, of the members of the Restricted Group.

“Intellectual Property” means all Copyrights, all Patents and all Trademarks, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted with respect to any of the foregoing; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of Governmental Authorities; and (g) all causes of action, claims and warranties in respect of any of the foregoing, including, without limitation, all rights to sue, and to receive damages and payments, for past or future infringements thereof.

“Intercreditor and Common Terms Agreement” means the Intercreditor and Common Terms Agreement dated as of June 21, 2002 among Westlake Chemical Corporation, Westlake Polymer & Petrochemical, Inc., the subsidiary guarantors party thereto, the revolving credit lenders party thereto, the term loan lenders party thereto, the series A noteholders party thereto, the series B noteholders party thereto, the Secured Party, as collateral agent, and certain other parties.

“Patents” means (a) all letters patents of the United States of America or any other Governmental Authority, (b) all applications for letters patents of the United States of America or any other Governmental Authority, (c) all rights to obtain reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and (d) all rights

throughout the world to income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto.

“Pledged Stock” means all shares of each class of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust and other equity ownership interests in (a) each subsidiary of Westlake Chemical Corporation, a Delaware corporation, and its successors and assigns and (b) in the event of each consolidation or merger of any such subsidiary in which such subsidiary is not the surviving entity, the successor entity formed by or resulting from such consolidation or merger, in each case together with all certificates evidencing the same.

“Pledged Stock Rights” means all warrants, subscriptions, options and other rights entitling a Person to purchase or otherwise acquire any Pledged Stock.

“Proceeds” has the meaning assigned to such term in the UCC, and includes, without limitation, (a) all products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any Collateral (including, without limitation, Proceeds), (b) with respect to the Pledged Stock and other equity securities, all shares, securities, moneys or property (i) representing a dividend on, or a distribution or return of capital upon or in respect of such Pledged Stock or other equity securities, (ii) resulting from a split-up, revision, reclassification or other like change of such Pledged Stock or other equity securities or (iii) otherwise received in exchange for such Pledged Stock or other equity securities, together with all certificates evidencing the same, and (c) to the extent related to any Collateral (including, without limitation, Proceeds), all books, correspondence, credit files, records, invoices and other papers (including, without limitation, all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for any of the Debtor).

“Receivables Securitization Assets” means (a) accounts receivable originated by any members of the Restricted Group in connection with the sale or lease of inventory or the rendering of services in the ordinary course of business, consisting of accounts, chattel paper, general intangibles (including payment intangibles), instruments and investment property, (b) Guarantees and other credit enhancement and Liens (including UCC financing statements) in respect of such accounts receivable, (c) merchandise, if any, the sale of which gives rise to such accounts receivable, (d) all books, correspondence, credit files, records, invoices and other papers (including all tapes, cards, computer runs and other papers and documents) in respect of the property referred to in clauses (a), (b) and (c) above, and (e) the proceeds of the foregoing, and includes all “Receivables”, “Related Security”, “Collections” and “Proceeds” (in each case as defined in the PARCO Agreements) sold by any member of the Restricted Group to WMSI pursuant to the PARCO Agreements and not reconveyed to such Person..

“Receivables Securitization Program” means either (a) the transaction provided for by the PARCO Agreements as in effect on the Effective Date, together with any amendments, restatements, supplements or other modifications to such transaction that,

collectively, do not materially modify such transaction to the detriment of the Restricted Group, or (b) any other transaction, whether treated as a sale or financing, that is provided by one or more Persons, none of which is a Subsidiary or an Affiliate of the Company, in favor of a Receivables Securitization Vehicle in an aggregate principal or purchase amount not exceeding \$50,000,000 at any one time outstanding, that is comparable to the transaction provided for by the PARCO Agreements as in effect on the Effective Date (and in any event which is on terms and conditions, including the Standard & Poor's rating level for the transaction and the advance or purchase rate relative to all accounts receivable subject to such transaction, and taken as a whole, that are neither lower nor less favorable to the Restricted Group and the Receivables Securitization Vehicle than those provided for under the PARCO Agreements as in effect on the Effective Date), that benefits from a security interest granted by such Receivables Securitization Vehicle in only Receivables Securitization Assets and for which no recourse to any member of the Restricted Group may be made, other than recourse (x) for repurchases of accounts receivable that do not qualify for financing or sale under terms of such transaction, (y) for the amount of any dilutions in respect of accounts receivable financed or sold under such transaction and (z) for customary indemnities for transactions of such type, provided that in any event no recourse shall be permitted to any member of the Restricted Group or any of their property, with respect to the creditworthiness of any account debtor, or for any credit related default or loss, with respect to any account receivable.

"Stock Collateral" means all Pledged Stock and Pledged Stock Rights.

"Trademarks" means all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, together, in each case, with the goodwill associated therewith, now existing or hereafter adopted or, acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office of another Governmental Authority, or otherwise, all common-law rights related thereto and all rights to obtain renewals thereof.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York."

(2) In the case of any financing statement other than a financing statement for an Obligor described in paragraph (1) of this Annex 10 above, the collateral description referred to in Section 5.02 is as follows:

"All assets."