

10-27-2003

D B

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

REC T 102583794

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

Tab settings

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

1. Name of conveying party(ies): Venture Industries Corporation

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

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

3. Nature of conveyance:

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

Execution Date: March 28, 2003

2. Name and address of receiving party(ies)

Name: Bank One, N.A.

Internal

Address:

Street Address: 611 Woodward Avenue

City: Detroit State: MI Zip: 48226

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other: Natural Banking Association

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

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

A. Trademark Application No.(s) 78-073808

B. Trademark Registration No.(s) 2701593

Additional number(s) attached Yes No

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

Name: Marc A. Bergsman

Internal Address: Dickinson Wright PLLC

Street Address: 1901 "L" Street, N.W., Suite 800

City: Washington State: D.C. Zip: 20036

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) \$440.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

04-1061

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

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.

Marc A. Bergsman Name of Person Signing

Marc A Bergsman Signature

October 17, 2003 Date

Total number of pages including cover sheet, attachments, and document: 59

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

O I P E TRADEMARK

ICT 21 2003

10/24/2003

01 FC:8521

02 FC:8522

TRADEMARKS

| Serial Number | Filing Date | Registration Number | Registration Date | Word Mark | Live / Dead | Nation | |
|--------------------------------------|-----------------------|----------------------|-------------------|----------------------|----------------------|--------------------|--------------------|
| US TRADEMARKS | | | | | | | |
| 1 | 75,070,542 | 2,096,755 | 9/16/1997 | PLASTICS IN PROGRESS | LIVE | | |
| 2 | 74,716,986 | 1,979,886 | 6/11/1996 | REAP | LIVE | | |
| 3 | 74,716,980 | 2,100,731 | 9/30/1997 | V | LIVE | | |
| 4 | 73,504,536 | 1,380,307 | | V | DEAD | | |
| US TRADEMARK APPLICATIONS | | | | | | | |
| 1 | 78,073,808 | 1/13/2001 | | VENPET | LIVE | | |
| 2 | 78,079,406 | 8/15/2001 | | SUPERTUBE | LIVE | | |
| 3 | 78,079,400 | 8/15/2001 | | SUPERPIPE | LIVE | | |
| 4 | 78,079,386 | 8/15/2001 | | PULL-N-JECT | LIVE | | |
| 5 | 78,097,886 | ##### | | VEHISTROLLER | LIVE | | |
| 6 | 78,079,414 | 8/15/2001 | | XTREME TUBE | LIVE | | |
| 7 | 78,079,411 | 8/15/2001 | | XTREME PIPE | LIVE | | |
| 8 | 78,079,409 | 8/15/2001 | | XTREME BEAM | LIVE | | |
| 9 | 78,122,823 | 4/19/2002 | | VENPET | LIVE | | |
| 10 | 78,079,388 | 8/15/2001 | | PULJECT | LIVE | | |
| 11 | 78,079,382 | 8/15/2001 | | PULLJECTION | LIVE | | |
| 12 | 78,079,380 | 8/15/2001 | | PULL-IN-JECTION | LIVE | | |
| 13 | 76,258,984 | 5/18/2001 | | PUCKY | LIVE | | |
| 14 | 74,716,978 | 8/17/1995 | 2701593 | VENTURE | LIVE | | |
| NON-U.S. TRADEMARKS | | | | | | | |
| 1 | | 714,961 | August 12, 1996 | PLASTICS IN PROGRESS | LIVE | Australia | |
| 2 | | 678,325 | November 16, 1995 | VENTURE | LIVE | Australia | |
| 3 | | 678,326 | November 16, 1995 | REAP | LIVE | Australia | |
| 4 | | 678,327 | November 16, 1995 | V | LIVE | Australia | |
| 5 | 820,349 | 8/12/1996 | TMA514907 | August 20, 1998 | PLASTICS IN PROGRESS | LIVE | Canada |
| 6 | 797,720 | ##### | TMA511386 | April 29, 1999 | V | LIVE | Canada |
| 7 | | 2,057,313 | November 15, 1996 | VENTURE | LIVE | United Kingdom | |
| 8 | | 2,057,325 | May 16, 1997 | REAP | LIVE | United Kingdom | |
| 9 | | 2,057,327 | November 15, 1996 | V | LIVE | United Kingdom | |
| 10 | | 2,057,306 | November 29, 1996 | Venture | LIVE | United Kingdom | |
| 11 | 315,994 | 8/12/1996 | 315,994 | October 6, 1998 | PLASTICS IN PROGRESS | LIVE | European Community |
| 12 | | 39,600,874 | June 25, 1996 | V | LIVE | Germany | |
| 13 | | 39,600,873 | July 2, 1996 | Venture | LIVE | Germany | |
| 14 | | 39,600,872 | June 25, 1996 | Reap | LIVE | Germany | |
| 15 | | 733,022 | November 4, 1997 | V | LIVE | Italy | |
| 16 | | 733,024 | November 4, 1997 | Venture | LIVE | Italy | |
| 17 | | 733,023 | November 4, 1997 | Reap | LIVE | Italy | |
| NON-US TRADEMARK APPLICATIONS | | | | | | | |
| 1 | 797,719 | ##### | | VENTURE | LIVE | Canada | |
| 2 | 797,724 | ##### | | REAP | DEAD | Canada | |
| 3 | 2,516,664 | ##### | | Peguform | LIVE | European Community | |
| 4 | 2,516,383 | ##### | | V | LIVE | European Community | |
| 5 | 2,516,714 | ##### | | VENTURE | LIVE | European Community | |
| 6 | 2,516,698 | ##### | | FORM IS FUNCTION | LIVE | European Community | |

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of March 28, 2003 by and among VENTURE HOLDINGS COMPANY LLC, a Michigan limited liability company with its principal offices in Fraser, Michigan, in its capacity as Debtor and Debtor in Possession (the "Borrower"), VEMCO, INC., a Michigan corporation, VEMCO LEASING, INC., a Michigan corporation, VENTURE LEASING COMPANY, a Michigan corporation, VENTURE INDUSTRIES CORPORATION, a Michigan corporation, VENTURE HOLDINGS CORPORATION, a Michigan corporation, VENTURE MOLD & ENGINEERING CORPORATION, a Michigan corporation, VENTURE SERVICE COMPANY, a Michigan corporation, VENTURE EUROPE, INC., a Michigan corporation, VENTURE EU CORPORATION, a Michigan corporation, EXPERIENCE MANAGEMENT LLC, a Michigan limited liability company, each in their capacities as Debtors and Debtors in Possession, and DELUXE PATTERN CORPORATION, a Michigan corporation (collectively, the "Guarantors"), and Bank One, NA, a national banking association having its principal office in Chicago, Illinois, in its capacity as Post-Petition Administrative Agent (the "Post-Petition Administrative Agent") for the lenders party to the Post-Petition Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Borrower, the Guarantors, the Post-Petition Administrative Agent and the Lenders are entering into a Post-Petition Credit Agreement dated as of March 28, 2003 (as it may be amended or modified from time to time, the "Post-Petition Credit Agreement"). The Borrower and the Guarantors are entering into this Pledge and Security Agreement (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Lenders to enter into and extend credit to the Borrower and the Guarantors under the Post-Petition Credit Agreement.

ACCORDINGLY, the Borrower, the Guarantors and the Post-Petition Administrative Agent, on behalf of the Lenders, hereby agree as follows:

ARTICLE I

DEFINITIONS

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

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

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

"Accounts" shall have the meaning set forth in Article 9 of the Michigan UCC.

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

"Chattel Paper" shall have the meaning set forth in Article 9 of the Michigan UCC.

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

"Commercial Tort Claims" means those certain currently existing commercial tort claims of the Borrower and the Guarantors described on Exhibit "G" attached hereto.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the Michigan UCC.

"Default" means an event described in Section 5.1.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Documents" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Equipment" shall have the meaning set forth in Article 9 of the Michigan UCC.

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

"Farm Products" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Fixtures" shall have the meaning set forth in Article 9 of the Michigan UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the Michigan UCC, excluding Assigned Contracts.

"Instruments" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Inventory" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the Michigan UCC.

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

"Michigan UCC" means the Michigan Uniform Commercial Code as in effect from time to time.

"Other Collateral" means any property of the Borrower and each of the Guarantors, other than real estate, not included within the defined terms Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Instruments, Inventory, Investment Property and Pledged Deposits, including, without limitation, all cash on hand, letter-of-credit rights, letters of credit, Stock Rights and Deposit Accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of the Borrower and each of the Guarantors other than real estate.

"Pledged Deposits" means all time deposits of money (other than Deposit Accounts and Instruments), whether or not evidenced by certificates, which the Borrower or any of the Guarantors may from time to time designate as pledged to the Post-Petition Administrative Agent or to any Lender as security for any Obligation, and all rights to receive interest on said deposits.

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

"Required Secured Parties" means (x) prior to an acceleration of the obligations under the Post-Petition Credit Agreement, the Required Lenders, (y) after an acceleration of the obligations under the Post-Petition Credit Agreement but prior to the date upon which the Post-Petition Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full, Lenders and their Affiliates holding in the aggregate at least 66 ²/₃% of the total of (i) the unpaid principal amount of outstanding Advances and (ii) the aggregate net early termination payments and all other amounts then due and unpaid under Rate Management Transactions, as determined by the Post-Petition Administrative Agent in its reasonable discretion, and (z) after the Post-Petition Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full (whether or not the obligations under the Post-Petition Credit Agreement were ever accelerated), Lenders and their Affiliates holding in the aggregate at least 66 ²/₃% of the aggregate net early termination payments and all other amounts then due and unpaid under Rate Management Transactions, as determined by the Post-Petition Administrative Agent in its reasonable discretion.

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

"Security" has the meaning set forth in Article 8 of the Michigan UCC.

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

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

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

ARTICLE II

GRANT OF SECURITY INTEREST

The Borrower and each of the Guarantors hereby pledges, assigns and grants to the Post-Petition Administrative Agent, on behalf of and for the ratable benefit of the Lenders and (to the extent specifically provided herein) their Affiliates, a security interest in all of the Borrower's and each of the Guarantor's right, title and interest in and to the Collateral and the Assigned Contracts to secure the prompt and complete payment and performance of the Secured Obligations. Notwithstanding anything herein to the contrary, a pledge of any shares of foreign Subsidiaries shall be in accordance with local law requirements.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Borrower and each of the Guarantors represents and warrants to the Post-Petition Administrative Agent and the Lenders that:

3.1. Title, Authorization, Validity and Enforceability. Except for intellectual property which the Borrower or any Guarantor has licensed from third parties, and except for equipment which the usage by the Borrower or any Guarantor is by way of a lease or usage agreement (the "Leased Equipment"), the Borrower and each of the Guarantors has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to the Post-Petition Administrative Agent the security interest in such Collateral pursuant hereto. As to such intellectual property, the Borrower and each Guarantor has assigned all of its rights, title and interest to the Post-Petition Administrative Agent, subject to the Borrower's or such Guarantor's right to make additional licenses of the same as its customary business

requires. And as to such Leased Equipment, the Borrower and each Guarantor has assigned all of its rights, title and interest to the Post-Petition Administrative Agent subject to the Borrower's or such Guarantor's ability to lease the same to third parties, so long as such leases are permitted under Section 6.13 of the Post-Petition Credit Agreement. The execution and delivery by the Borrower and the Guarantors of this Security Agreement has been duly authorized by proper corporate and limited liability company proceedings, as the case may be, and this Security Agreement constitutes a legal, valid and binding obligation of the Borrower and each of the Guarantors and creates a security interest which is enforceable against the Borrower in all now owned and hereafter acquired Collateral. Upon the entry of the Financing Orders, and if necessary, upon the filing of financing statements in the appropriate offices against the Borrower and the Guarantors in the locations listed on Exhibit "F", the Post-Petition Administrative Agent will have a fully perfected, valid and enforceable Enhanced Priority security interest in and Lien upon all right, title and interest of each of the Borrower and the Guarantors in and to the Collateral, subject only to Liens permitted under Section 4.1.6. With respect to Deluxe, upon (i) the filing of financing statements in the appropriate offices against Deluxe in the locations listed on Exhibit "F", (ii) the possession by the Post-Petition Administrative Agent of any certificates evidencing the securities pledged hereby, and (iii) the taking of control by the Post-Petition Administrative Agent, in each case as necessary, the Post-Petition Administrative Agent will have a fully perfected, valid and enforceable security interest in and Lien upon all right, title and interest of Deluxe in and to the Collateral, subject only to Liens permitted under Section 4.1.6.

3.2. Conflicting Laws and Contracts. Neither the execution and delivery by the Borrower and the Guarantors of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Borrower, the Guarantors, or the Borrower's or Guarantors' respective articles of organization, articles of incorporation, by-laws or operating agreement, the provisions of any indenture, instrument or agreement to which the Borrower or any Guarantor is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder (other than the Pre-Petition Credit Agreement, certain provisions of the Collateral Documents as defined in the Pre-Petition Credit Agreement, and the indentures covering the Existing Bonds), or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Post-Petition Administrative Agent on behalf of the Lenders).

3.3. Type and Jurisdiction of Organization. The Borrower is a limited liability company organized under the laws of the State of Michigan. The Guarantors are corporations and limited liability companies, as the case may be, organized under the laws of the State of Michigan.

3.4. Principal Location. The Borrower's and the Guarantors' mailing address and the location of their respective places of business (if it has only one) or their respective chief executive office (if it has more than one place of business), are disclosed in Exhibit "A"; the Borrower and the Guarantors have no other places of business except those set forth in Exhibit "A".

3.5. Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". All of said locations are owned by the Borrower or the Guarantors except for locations (i) which are leased by the Borrower or the Guarantors as lessee and designated in Part B of Exhibit "A" and (ii) at which Inventory is held in a public warehouse or is otherwise held by

a bailee or on consignment as designated in Part C of Exhibit "A", with respect to which Inventory the Borrower and the Guarantors have delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Lenders to protect the Post-Petition Administrative Agent's and the Lenders' security interest in such Inventory.

3.6. No Other Names. Neither the Borrower nor any of the Guarantors have conducted business under any name except the name in which it has executed this Security Agreement, which is the exact name as it appears in the Borrower's and the Guarantors' organizational documents, as amended, as filed with the Borrower's and the Guarantors' respective jurisdictions of organization, and except as set forth in Exhibit "H".

3.7. No Default. No Default or Unmatured Default exists.

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

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

3.10. No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming the Borrower or the Guarantors as debtor has been filed in any jurisdiction except (i) financing statements naming the Post-Petition Administrative Agent on behalf of the Lenders as the secured party, and (ii) as described in Exhibit "D".

3.11. Federal Employer Identification Number. The Borrower's and each of the Guarantor's Federal employer identification number is set forth in Exhibit "F".

3.12. State Organization Number. If the Borrower and each Guarantor is a registered organization, the Borrower's State organization number and each of the Guarantor's State organization number is set forth in Exhibit "F".

3.13. Pledged Securities and Other Investment Property. Exhibit "E" sets forth a complete and accurate list of the Instruments, Securities and other Investment Property delivered to the Post-Petition Administrative Agent. The Borrower and each of the Guarantors is the direct and beneficial

owner of each Instrument, Security and other type of Investment Property listed on Exhibit "E" as being owned by it, free and clear of any Liens, except for the security interest granted to the Post-Petition Administrative Agent for the benefit of the Lenders hereunder and except for existing Liens described in Exhibit "D". The Borrower and each of the Guarantors further represents and warrants that (i) all such Instruments, Securities or other types of Investment Property which are shares of stock in a corporation or ownership interests in a partnership or limited liability company have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly and validly issued, are fully paid and non-assessable and (ii) with respect to any certificates delivered to the Post-Petition Administrative Agent representing an ownership interest in a partnership or limited liability company, either such certificates are Securities as defined in Article 8 of the Uniform Commercial Code of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, the Borrower and the Guarantors have so informed the Post-Petition Administrative Agent so that the Post-Petition Administrative Agent may take steps to perfect its security interest therein as a General Intangible. Notwithstanding anything herein to the contrary, a pledge of any shares of foreign Subsidiaries shall be in accordance with local law requirements.

ARTICLE IV

COVENANTS

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

4.1. General.

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

4.1.2. Taxes. The Borrower and each of the Guarantors will pay prior to the date on which penalties would attach thereto all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by proper proceedings and as to which the Borrower or such Guarantor is maintaining adequate reserves with respect thereto in accordance with Agreement Accounting Principles.

4.1.3. Records and Reports; Notification of Default. The Borrower and each of the Guarantors will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Post-Petition Administrative Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Post-Petition Administrative

Agent shall from time to time request. The Borrower and the Guarantors will give prompt notice in writing to the Post-Petition Administrative Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral.

4.1.4. Financing Statements and Other Actions; Defense of Title. The Borrower and each of the Guarantors hereby authorizes the Post-Petition Administrative Agent to file, and if requested will execute and deliver to the Post-Petition Administrative Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Post-Petition Administrative Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral. The Borrower and each of the Guarantors will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Post-Petition Administrative Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5. Disposition of Collateral. Neither the Borrower nor any of the Guarantors will sell, lease or otherwise dispose of the Collateral except (i) prior to the occurrence of a Default or Unmatured Default, dispositions specifically permitted pursuant to Section 6.13 of the Post-Petition Credit Agreement and, with respect to Deluxe, pursuant to the Deluxe Guaranty, (ii) until such time following the occurrence of a Default as the Borrower or the Guarantors receives a notice from the Post-Petition Administrative Agent instructing the Borrower or the Guarantors to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as the Borrower or the Guarantors receives a notice from the Post-Petition Administrative Agent pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business.

4.1.6. Liens. Neither the Borrower nor any of the Guarantors will create, incur, or suffer to exist any Lien on the Collateral except Liens permitted pursuant to Section 6.11 of the Post-Petition Credit Agreement, and, with respect to Deluxe, pursuant to the Deluxe Guaranty.

4.1.7. Change in Corporate Existence, Type or Jurisdiction of Organization, Location, Name. The Borrower and each of the Guarantors will:

- (a) preserve its existence as a corporation or limited liability company as the case may be and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets;
- (b) not change its state of organization;
- (c) not maintain its place of business (if it has only one) or its chief executive office (if it has more than one place of business) at a location other than a location specified on Exhibit "A;" and
- (d) not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit "A", (ii)

change its name or taxpayer identification number or (iii) change its mailing address,

unless the Borrower and the Guarantors shall have given the Post-Petition Administrative Agent not less than 30 days' prior written notice of such event or occurrence and the Post-Petition Administrative Agent shall have either (x) determined that such event or occurrence will not adversely affect the validity, perfection or priority of the Post-Petition Administrative Agent's security interest in the Collateral, or (y) taken such steps (with the cooperation of the Borrower and the Guarantors to the extent necessary or advisable) as are necessary or advisable to properly maintain the validity, perfection and priority of the Post-Petition Administrative Agent's security interest in the Collateral.

4.1.8. Other Financing Statements. Neither the Borrower nor any of the Guarantors will sign or authorize the signing on its behalf or the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

4.2. Receivables.

4.2.1. Certain Agreements on Receivables. Neither the Borrower nor any of the Guarantors will make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, the Borrower and the Guarantors may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

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

4.2.3. Delivery of Invoices. The Borrower and each of the Guarantors will deliver to the Post-Petition Administrative Agent immediately upon its request after the occurrence of a Default duplicate invoices with respect to each Account bearing such language of assignment as the Post-Petition Administrative Agent shall specify.

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

4.3. Inventory and Equipment.

4.3.1. Maintenance of Goods. The Borrower and each of the Guarantors will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working order and condition, and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times.

4.3.2. Insurance. The Borrower and each of the Guarantors will (i) maintain fire and extended coverage insurance (including "all risk" and "all-hazard" coverage) on the Inventory and Equipment containing a lender's loss payable and mortgagee clause in favor of the Post-Petition Administrative Agent, on behalf of the Lenders, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Post-Petition Administrative Agent, (ii) maintain business interruption, public liability and third-party property damage insurance for the Borrower and each Guarantor, and insurance against such other hazards or of such other types as is customary for Persons engaged in the same or similar business, in amounts and under policies reasonably acceptable to the Post-Petition Administrative Agent, in each case containing a lender's loss payable and mortgagee clause in favor of the Post-Petition Administrative Agent and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Post-Petition Administrative Agent and (iii) furnish to the Post-Petition Administrative Agent upon the request of the Post-Petition Administrative Agent from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance.

4.3.3. Titled Vehicles. The Borrower and each of the Guarantors will give the Post-Petition Administrative Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Post-Petition Administrative Agent, upon request, the original of any vehicle title certificate and do all things necessary to have the Lien of the Post-Petition Administrative Agent noted on any such certificate.

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

4.5. Uncertificated Securities and Certain Other Investment Property. The Borrower and each of the Guarantors will permit the Post-Petition Administrative Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Post-Petition Administrative Agent granted pursuant to this Security Agreement. The Borrower and each of the Guarantors will take any actions necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause the Post-Petition Administrative Agent to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, the Borrower and each of the Guarantors will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Post-Petition Administrative Agent in form and substance satisfactory to the Post-Petition Administrative Agent.

4.6. Stock and Other Ownership Interests.

4.6.1. Changes in Capital Structure of Issuers. Except as otherwise permitted under Section 6.14 of the Post-Petition Credit Agreement, the Borrower and each of the Guarantors will not (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2. Issuance of Additional Securities. Neither the Borrower nor any of the Guarantors will permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to the Borrower or the Guarantors.

4.6.3. Registration of Pledged Securities and other Investment Property. The Borrower and each of the Guarantors will permit any registerable Collateral to be registered in the name of the Post-Petition Administrative Agent or its nominee at any time at the option of the Post-Petition Administrative Agent.

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

4.7. Pledged Deposits. Neither the Borrower nor any of the Guarantors will withdraw all or any portion of any Pledged Deposit or fail to rollover said Pledged Deposit without the prior written consent of the Post-Petition Administrative Agent.

4.8. Deposit Accounts. The Borrower and each of the Guarantors will (i) upon the Post-Petition Administrative Agent's request, cause each bank or other financial institution in which it maintains (a) a Deposit Account to enter into a control agreement with the Post-Petition Administrative Agent, in form and substance satisfactory to the Post-Petition Administrative Agent in order to give the Post-Petition Administrative Agent Control of the Deposit Account or (b) other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to the Post-Petition Administrative Agent hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon the Post-Petition Administrative Agent's request, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Post-Petition Administrative Agent, transferring ownership of the Deposit Account to the Post-Petition Administrative Agent or transferring dominion and control over each such other deposit to the Post-Petition Administrative Agent. In the case of deposits maintained with Lenders, the terms of such letter shall be subject to the provisions of the Post-Petition Credit Agreement regarding setoffs.

4.9. Letter-of-Credit Rights. The Borrower and each of the Guarantors will upon the Post-Petition Administrative Agent's request, cause each issuer of a letter of credit, to consent to the assignment of proceeds of the letter of credit in order to give the Post-Petition Administrative Agent Control of the letter-of-credit rights to such letter of credit.

4.10. Federal, State or Municipal Claims. The Borrower and the Guarantors will notify the Post-Petition Administrative Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

ARTICLE V

DEFAULT

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

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

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

5.1.3. The breach by the Borrower or any of the Guarantors (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2) of any of the terms or provisions of this

Security Agreement which is not remedied within 10 days after the giving of written notice to the Borrower and the Guarantors by the Post-Petition Administrative Agent.

5.1.4. Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.5 or 8.7 or shall be lost, stolen, damaged or destroyed.

5.1.5. The occurrence of any "Default" under, and as defined in, the Post-Petition Credit Agreement.

5.1.6. Any limited partnership interests or ownership interests in a limited liability company which are included within the Collateral shall at any time constitute a Security or the issuer of any such interests shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Post-Petition Administrative Agent and such Security is properly defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Post-Petition Administrative Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

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

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

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

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

The Post-Petition Administrative Agent, on behalf of the secured parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

If, after the Post-Petition Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Rate Management Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of any Rate Management Obligations pursuant to the terms of the agreement governing any Rate Management Transaction.

5.3. Debtor's Obligations Upon Default. Upon the request of the Post-Petition Administrative Agent after the occurrence of a Default, the Borrower and each of the Guarantors will:

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

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

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

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Post-Petition Administrative Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Post-Petition Administrative Agent with the concurrence or at the direction of the Lenders required under Section 8.2 of the Post-Petition Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Post-Petition Administrative Agent and the Lenders until the Secured Obligations have been paid in full.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1. Lockboxes. Upon request of the Post-Petition Administrative Agent, the Borrower and the Guarantors shall execute and deliver to the Post-Petition Administrative Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Post-Petition Administrative Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Post-Petition Administrative Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Post-Petition Administrative Agent. Deluxe shall not be obligated under this Section 7.1 until after the occurrence and during the continuance of a Default.

7.2. Collection of Receivables. The Post-Petition Administrative Agent may at any time in its sole discretion, by giving the Borrower and the Guarantors written notice, elect to require that the Receivables be paid directly to the Post-Petition Administrative Agent for the benefit of the Lenders. In such event, the Borrower and each of the Guarantors shall, and shall permit the Post-Petition Administrative Agent to, promptly notify the account debtors or obligors under the Receivables of the Lenders' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Post-Petition Administrative Agent. Upon receipt of any such notice from the Post-Petition Administrative Agent, the Borrower and the Guarantors shall thereafter hold in trust for the Post-Petition Administrative Agent, on behalf of the Lenders, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to the Post-Petition Administrative Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Post-Petition Administrative Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4. Deluxe shall not be obligated under this Section 7.2 until after the occurrence and during the continuance of a Default.

7.3. Special Collateral Account. The Post-Petition Administrative Agent may require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account

with the Post-Petition Administrative Agent and held there as security for the Secured Obligations. The Borrower and the Guarantors shall have no control whatsoever over said cash collateral account. If no Default or Unmatured Default has occurred or is continuing, the Post-Petition Administrative Agent shall from time to time deposit the collected balances in said cash collateral account into the Borrower's or the Guarantors' general operating account with the Post-Petition Administrative Agent. If any Default or Unmatured Default has occurred and is continuing, the Post-Petition Administrative Agent may (and shall, at the direction of the Required Lenders), from time to time, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due. Deluxe shall not be obligated under this Section 7.3 until after the occurrence and during the continuance of a Default.

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

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

(b) SECOND, to payment of that portion of the Secured Obligations constituting accrued and unpaid interest and fees, and net early termination payments then due and unpaid under Rate Management Transactions, pro rata among the Lenders and their Affiliates in accordance with the amount of such accrued and unpaid interest and fees and such net early termination payments owing to each of them;

(c) THIRD, to payment of the principal of the Secured Obligations then due and unpaid from the Borrower or the Guarantors to any of the Lenders or their Affiliates other than Rate Management Obligations, pro rata among the Lenders and their Affiliates in accordance with the amount of such principal then due and unpaid owing to each of them;

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

(e) FIFTH, the balance, if any, after all of the Secured Obligations have been satisfied, shall be deposited by the Post-Petition Administrative Agent into the Borrower's and or the Guarantors' general operating account with the Post-Petition Administrative Agent.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Notice of Disposition of Collateral; Condition of Collateral. The Borrower and each of the Guarantors hereby waives notice of the time and place of any public sale or the time after which

any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Borrower and the Guarantors addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. Post-Petition Administrative Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale.

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

8.3. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Post-Petition Administrative Agent may perform or pay any obligation which the Borrower or any Guarantor has agreed to perform or pay in this Security Agreement and the Borrower and the each of the Guarantors shall reimburse the Post-Petition Administrative Agent for any amounts paid by the Post-Petition Administrative Agent pursuant to this Section 8.3. The Borrower's and each of the Guarantors' respective obligation to reimburse the Post-Petition Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4. Authorization for Secured Party to Take Certain Action. The Borrower and each of the Guarantors irrevocably authorizes the Post-Petition Administrative Agent at any time and from time to time in the sole discretion of the Post-Petition Administrative Agent and appoints the Post-Petition Administrative Agent as its attorney in fact (i) to execute on behalf of the Borrower and the Guarantors as debtor and to file financing statements necessary or desirable in the Post-Petition Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Post-Petition Administrative Agent's security interest in the Collateral, (ii) to indorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Post-Petition Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Post-Petition Administrative Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Post-Petition Administrative Agent Control over such Securities or other Investment Property, (v) subject to the terms of Section 4.1.5, to enforce payment of the Receivables in the name of the Post-Petition Administrative Agent, the Borrower or the Guarantors, (vi) to apply the proceeds of any

Collateral received by the Post-Petition Administrative Agent to the Secured Obligations as provided in Article VII and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and the Borrower and each of the Guarantors agrees to reimburse the Post-Petition Administrative Agent on demand for any payment made or any expense incurred by the Post-Petition Administrative Agent in connection therewith, provided that this authorization shall not relieve the Borrower or the Guarantors of any of their respective obligations under this Security Agreement or under the Post-Petition Credit Agreement.

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

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

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

8.8. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Borrower, the Guarantors, the Post-Petition Administrative Agent and the Lenders and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that the Borrower and the Guarantors shall not have the right to assign their respective rights or delegate their respective obligations under this Security Agreement or any interest herein, without the prior written consent of the Post-Petition Administrative Agent.

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

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

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

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

8.13. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Borrower, the Guarantors and the Post-Petition Administrative Agent relating to the Collateral and supersedes all prior agreements and understandings between the Borrower, the Guarantors and the Post-Petition Administrative Agent relating to the Collateral.

8.14. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MICHIGAN, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.15. Distribution of Reports. The Borrower and each of the Guarantors authorizes the Post-Petition Administrative Agent, as the Post-Petition Administrative Agent may elect in its sole discretion, to discuss with and furnish to its affiliates and to the Lenders or to any other person or entity having an interest in the Secured Obligations (whether as a guarantor, pledgor of collateral, participant or otherwise) all financial statements, audit reports and other information pertaining to the Borrower, the Guarantors and their respective Subsidiaries whether such information was provided by the Borrower or the Guarantors or prepared or obtained by the Post-Petition Administrative Agent. Neither the Post-Petition Administrative Agent nor any of its employees, officers, directors or agents makes any representation or warranty regarding any audit reports or other analyses of the Borrower's, each of the Guarantor's and their respective Subsidiaries' condition which the Post-Petition Administrative Agent may in its sole discretion prepare and elect to distribute, nor shall the Post-Petition Administrative Agent or any of its employees, officers, directors or agents be liable to any

person or entity receiving a copy of such reports or analyses for any inaccuracy or omission contained in or relating thereto.

8.16. Indemnity. The Borrower and each of the Guarantors hereby agrees to indemnify the Post-Petition Administrative Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Post-Petition Administrative Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Post-Petition Administrative Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Post-Petition Administrative Agent or the Lenders or the Borrower or the Guarantors, and any claim for patent, trademark or copyright infringement), excluding any such liabilities, damages, penalties, suits, costs, and expenses which result from the gross negligence or willful misconduct of the Post-Petition Administrative Agent or any Lender as finally determined by a court of competent jurisdiction.

ARTICLE IX

NOTICES

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

9.2. Change in Address for Notices. Each of the Borrower, the Guarantors, the Post-Petition Administrative Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

ARTICLE X

THE POST-PETITION ADMINISTRATIVE AGENT

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

IN WITNESS WHEREOF, the Borrower, the Guarantors and the Post-Petition Administrative Agent have executed this Security Agreement as of the date first above written.

Borrower:

VENTURE HOLDINGS COMPANY LLC

By: 

Print Name: James E. Butler

Title: EVP

Guarantors:

VEMCO, INC.

By: 

Print Name:

Title: EVP

VEMCO LEASING, INC.

By: 

Print Name:

Title: EVP

VENTURE LEASING COMPANY

By: 

Print Name:

Title: EVP

VENTURE INDUSTRIES CORPORATION

By: 

Print Name:

Title: EVP

VENTURE HOLDINGS CORPORATION

By: [Signature]
Print Name:
Title: CEO

VENTURE MOLD & ENGINEERING CORPORATION

By: [Signature]
Print Name:
Title: CEO

VENTURE SERVICE COMPANY

By: [Signature]
Print Name:
Title: CEO

VENTURE EUROPE, INC.

By: [Signature]
Print Name:
Title: CEO

VENTURE EU CORPORATION

By: [Signature]
Print Name:
Title: CEO

EXPERIENCE MANAGEMENT LLC

By: [Signature]
Print Name:
Title: CEO

DELUXE PATTERN CORPORATION

By: [Signature]
Print Name:
Title: Secretary / Treasurer

STATE OF MICHIGAN)) SS
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by James E. Butler, the _____ of Venture Holdings Company LLC, a Michigan limited liability company, on behalf of said limited liability company.

Notary Public *Carlotta Gregory*
CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

My commission expires: _____

STATE OF MICHIGAN)) SS
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by James E. Butler, the _____ of Vemco, Inc., a Michigan corporation, on behalf of said corporation.

Notary Public *Carlotta Gregory*

My commission expires: _____
CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

STATE OF MICHIGAN)) SS
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by James E. Butler, the _____ of Vemco Leasing, Inc., a Michigan corporation, on behalf of said corporation.

Notary Public *Carlotta Gregory*

My commission expires: _____
CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

STATE OF MICHIGAN)

COUNTY OF Wayne) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by James E. Butler, the _____ of Venture Leasing Company, a Michigan corporation, on behalf of said corporation.

Notary Public *Carlotta Gregory*

My commission expires: _____ CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

STATE OF MICHIGAN)

COUNTY OF Wayne) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by James E. Butler, the _____ of Venture Industries Corporation, a Michigan corporation, on behalf of said corporation.

Notary Public *Carlotta Gregory*

My commission expires: _____ CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

STATE OF MICHIGAN)

COUNTY OF Wayne) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by James E. Butler, the _____ of Venture Holdings Corporation, a Michigan corporation, on behalf of said corporation.

Notary Public *Carlotta Gregory*

My commission expires: _____ CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

STATE OF MICHIGAN)

COUNTY OF Wayne) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by James E. Butler the _____ of Venture Mold & Engineering Corporation, a Michigan corporation, on behalf of said corporation.

Notary Public *Carlotta Gregory*

My commission expires: _____ CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

STATE OF MICHIGAN)

COUNTY OF Wayne) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by James E. Butler, the _____ of Venture Service Company, a Michigan corporation, on behalf of said corporation.

Notary Public *Carlotta Gregory*

My commission expires: _____ CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

STATE OF MICHIGAN)

COUNTY OF Wayne) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by James E. Butler, the _____ of Venture Europe, Inc., a Michigan corporation, on behalf of said corporation.

Notary Public *Carlotta Gregory*

My commission expires: _____ CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

STATE OF MICHIGAN)

COUNTY OF Wayne) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by James E. Butler, the _____ of Venture EU Corporation, a Michigan corporation, on behalf of said corporation.

Notary Public *Carlotta Gregory*

My commission expires: _____
CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

STATE OF MICHIGAN)

COUNTY OF Wayne) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by James E. Butler, the _____ of Experience Management LLC, a Michigan limited liability company, on behalf of said limited liability company.

Notary Public *Carlotta Gregory*

My commission expires: _____
CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

STATE OF MICHIGAN)

COUNTY OF Wayne) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2003, by _____, the _____ of Deluxe Pattern Corporation, a Michigan corporation, on behalf of said corporation.

Notary Public *Carlotta Gregory*

My commission expires: _____
CARLOTTA GREGORY
Notary Public, Wayne County, MI
My Commission Expires 12/20/2006

Post-Petition Administrative Agent:

BANK ONE, NA,
as Post-Petition Administrative Agent

By: Richard Babcock

Title: FIRST VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 28th day of March, 2003, by RICHARD BABCOCK, the FVP of Bank One, NA, a national banking association with its main office in Chicago, Illinois, in its capacity as Post-Petition Administrative Agent, on behalf of said banking association.

Notary Public Francine Beckert

My commission expires: 11/29/03

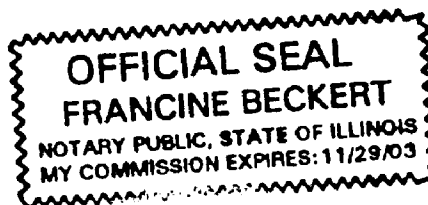


EXHIBIT "A"

(See Sections 3.3, 3.4, 3.5, 4.1.7 and 9.1 of Security Agreement)

Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:

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

Attention: James E. Butler, Executive Vice President

Locations of Inventory and Equipment and Fixtures:

A. Owned Properties:

1. 33662 James J. Pompo Drive, Fraser, Michigan 48026
Owner: Venture Leasing Company
2. 17300 Malyn, Fraser, Michigan 48026
Owner: Venture Leasing Company
3. 141 Base Line Road, East, Wallaceburg, Ontario, Canada
Owner: Venture Leasing Company
4. 10230 N. Holly Road, Grand Blanc, Michigan 48439
Owner: Vemco, Inc.
5. 35135 Groesbeck Highway, Clinton Township, Michigan 48045
Owner: Venture Leasing Company
6. 29 Superior Street, Hillsdale, Michigan 49242
Owner: Venture Holdings Corporation
7. 2400 Bradshaw Road, Hopkinsville, Kentucky
Owner: Vemco Leasing, Inc.
8. 700 Lafayette Road, Route 1, Seabrook, New Hampshire 03874
Owner: Venture Holdings Corporation
9. 2109 Commerce Street, Lancaster, Ohio 43130
Owner: Venture Holdings Corporation
10. 3000 Michigan Avenue, Madison, Indiana 47250
Owner: Venture Holdings Corporation
11. 1701 West McDonald Street, Hartford City, Indiana 47348
Owner: Venture Holdings Corporation
12. 400 South Bridge Street, Portland, Indiana 47371
Owner: Venture Holdings Corporation
13. 333 Gore Road, Conneaut, Ohio 44030
Owner: Venture Holdings Corporation

B. Leased Properties (Include Landlord's Name):

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

Address: 34537 Bennett Drive, Fraser, Michigan 48026
Lessor: Deluxe Pattern Corporation (Lessee from Deluxe Development Company)
Lessee: Venture Mold & Engineering Corporation

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

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

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

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

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

Address: 17350 Malyn, Fraser, Michigan 48026
Lessor: Venture Real Estate, Inc.
Lessee: Venture Industries Corporation

Address: 34501 Harper, Clinton Township, Michigan
Lessor: Harper Properties of Clinton Township
Lessee: Venture Industries Corporation

Address: 5015 52nd Street, SE, Grand Rapids, Michigan
Lessor: First Industrial Financing Partnership, LP
Lessee: Venture Industries Corporation (and affiliates)

Address: 5050 Kendrick, SE, Grand Rapids, Michigan
Lessor: First Industrial Financing Partnership, LP
Lessee: Venture Industries Corporation (and affiliates)

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

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

Address: 33714 & 33716 Doreka, Fraser, Michigan 48026
Lessor: Ercole and Joanne Di Stefano

Lessee: Venture Industries Corporation

Address: 1027 E. Fourteen Mile Road, Troy, Michigan

Lessor: Donald C. Nolta

Lessee: Venture Industries Corporation and Deluxe Pattern Corporation

Address: 6555 Fifteen Mile Road, Sterling Heights, Michigan 48077

Lessor: Charrington Estates Limited Partnership

Lessee: Venture Industries Corporation and Venture Service Company

Address: 26155 Groesbeck Highway, Warren, Michigan 48089

Lessor: Richard T. Gordon

Lessee: Venture Industries Corporation

Address: 13360 Helen St., Detroit, Michigan

Lessor: Pronto Properties, L.L.C.

Lessee: Venture Industries Corporation

Address: 91 Manchester, Highland Park, Michigan

Lessor: Woodward – Manchester Corporation

Lessee: Venture Industries Corporation

Address: 10265 Holly Road; 10293 Holly Road; 10167 Halsey Road; 3330 Baldwin Road; Baldwin Road Parcel ID# - 1233200012; Halsey Road Parcel ID# - 1233200007; Halsey Road Parcel ID# - 1233526004, Grand Blanc, Michigan

Lessee: Vemco, Inc.

Lessor: Farm & Country Real Estate Company

Address: G-3367 Corunna Rd., Flint Township, Michigan

Lessee: Vemco, Inc.

Lessor: Venture Automotive Corp.

Address: 35207 Groesbeck Highway, Clinton Twp., Michigan

Lessor: Venture Real Estate Acquisition Company

Lessee: Venture Industries Corporation

Address: 1027 E. Fourteen Mile Road, Troy, Michigan

Lessor: Donald C. Nolta

Lessee: Deluxe Pattern Corporation

Address: 34537 Bennett Drive, Fraser, Michigan 48026

Lessor: Deluxe Development Company

Lessee: Deluxe Pattern Corporation

Address: 1940 Barrett, Troy, Michigan

Lessor: Louca Mold Company

Lessee: Deluxe Pattern Corporation

Address: 33662 James J. Pompo Drive, Fraser, Michigan 48026

Lessor: Venture Leasing Company

Lessee: Deluxe Pattern Corporation

Address: 17085 Masonic, Fraser, Michigan 48026

Lessor: Venture Real Estate Acquisition Company

Lessee: Deluxe Pattern Corporation

Address: 42500 Mound Road, Sterling Heights, Michigan

Lessor: Mound Road Associates L.L.C.

Lessee: Deluxe Pattern Corporation

Address: 4020 Calvin Drive, Hopkinsville, Kentucky 42240

Lessor: MCR Properties, Inc.

Lessee: Venture Industries Corporation

C. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): None.

EXHIBIT "B"
(See Section 3.9 of Security Agreement)

A. Vehicles subject to certificates of title:

| <u>Description</u> | <u>Title Number & State Where Issued</u> |
|--------------------|--|
|--------------------|--|

See separate Excel spreadsheet.

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

| <u>Description</u> | <u>Registration Number</u> |
|--------------------|----------------------------|
|--------------------|----------------------------|

None.

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

1. License Agreement As to Patents between Larry J. Winget and Patent Holdings Corporation ("Licensors") and Venture Industries Corporation, Vemco, Inc., Venture Mold & Engineering Corporation, Venture Industries Canada, Ltd., Venture Leasing, Inc., Venture Leasing Company, Venture Service Company, Venture Holdings Corporation and Venture Holdings Trust ("Licensees"), dated July 2, 1997.

2. License Agreement As to Proprietary Technologies and Processes between Larry J. Winget and Patent Holdings Corporation ("Licensors") and Venture Industries Corporation, Vemco, Inc., Venture Mold & Engineering Corporation, Venture Industries Canada, Ltd., Venture Leasing, Inc., Venture Leasing Company, Venture Service Company, Venture Holdings Corporation and Venture Holdings Trust ("Licensees"), dated July 2, 1997.

Trademarks included on separate Excel spreadsheet.

Patents are only licensed to Venture, so not separately listed.

*For (i) trademarks, show the trademark itself, the registration date and the registration number; (ii) trademark applications, show the trademark applied for, the application filing date and the serial number of the application; (iii) patents, show the patent number, issue date and a brief description of the subject matter of the patent; and (iv) patent applications, show the serial number of the application, the application filing date and a brief description of the subject matter of the patent applied for. Any licensing agreements for patents or trademarks should be described on a separate schedule.

TRADEMARKS

| Serial Number | Filing Date | Registration Number | Registration Date | Word Mark | Live / Dead | Nation | |
|--------------------------------------|-------------|---------------------|-------------------|----------------------|----------------------|--------------------|--------------------|
| US TRADEMARKS | | | | | | | |
| 1 | 75,070,542 | 2,096,755 | 9/16/1997 | PLASTICS IN PROGRESS | LIVE | | |
| 2 | 74,716,986 | 1,979,886 | 6/11/1996 | REAP | LIVE | | |
| 3 | 74,716,980 | 2,100,731 | 9/30/1997 | V | LIVE | | |
| 4 | 73,504,536 | 1,380,307 | | V | DEAD | | |
| US TRADEMARK APPLICATIONS | | | | | | | |
| 1 | 78,073,808 | 1/13/2001 | | VENPET | LIVE | | |
| 2 | 78,079,406 | 8/15/2001 | | SUPERTUBE | LIVE | | |
| 3 | 78,079,400 | 8/15/2001 | | SUPERPIPE | LIVE | | |
| 4 | 78,079,386 | 8/15/2001 | | PULL-N-JECT | LIVE | | |
| 5 | 78,097,886 | ##### | | VEHISTROLLER | LIVE | | |
| 6 | 78,079,414 | 8/15/2001 | | XTREME TUBE | LIVE | | |
| 7 | 78,079,411 | 8/15/2001 | | XTREME PIPE | LIVE | | |
| 8 | 78,079,409 | 8/15/2001 | | XTREME BEAM | LIVE | | |
| 9 | 78,122,823 | 4/19/2002 | | VENPET | LIVE | | |
| 10 | 78,079,388 | 8/15/2001 | | PULJECT | LIVE | | |
| 11 | 78,079,382 | 8/15/2001 | | PULLJECTION | LIVE | | |
| 12 | 78,079,380 | 8/15/2001 | | PULL-IN-JECTION | LIVE | | |
| 13 | 76,258,984 | 5/18/2001 | | PUCKY | LIVE | | |
| 14 | 74,716,978 | 8/17/1995 | 2701593 | VENTURE | LIVE | | |
| NON-U.S. TRADEMARKS | | | | | | | |
| 1 | | 714,961 | August 12, 1996 | PLASTICS IN PROGRESS | LIVE | Australia | |
| 2 | | 678,325 | November 16, 1995 | VENTURE | LIVE | Australia | |
| 3 | | 678,326 | November 16, 1995 | REAP | LIVE | Australia | |
| 4 | | 678,327 | November 16, 1995 | V | LIVE | Australia | |
| 5 | 820,349 | 8/12/1996 | TMA514907 | August 20, 1998 | PLASTICS IN PROGRESS | LIVE | Canada |
| 6 | 797,720 | ##### | TMA511386 | April 29, 1999 | V | LIVE | Canada |
| 7 | | 2,057,313 | November 15, 1996 | VENTURE | LIVE | United Kingdom | |
| 8 | | 2,057,325 | May 16, 1997 | REAP | LIVE | United Kingdom | |
| 9 | | 2,057,327 | November 15, 1996 | V | LIVE | United Kingdom | |
| 10 | | 2,057,306 | November 29, 1996 | Venture | LIVE | United Kingdom | |
| 11 | 315,994 | 8/12/1996 | 315,994 | October 6, 1998 | PLASTICS IN PROGRESS | LIVE | European Community |
| 12 | | 39,600,874 | June 25, 1996 | V | LIVE | Germany | |
| 13 | | 39,600,873 | July 2, 1996 | Venture | LIVE | Germany | |
| 14 | | 39,600,872 | June 25, 1996 | Reap | LIVE | Germany | |
| 15 | | 733,022 | November 4, 1997 | V | LIVE | Italy | |
| 16 | | 733,024 | November 4, 1997 | Venture | LIVE | Italy | |
| 17 | | 733,023 | November 4, 1997 | Reap | LIVE | Italy | |
| NON-US TRADEMARK APPLICATIONS | | | | | | | |
| 1 | 797,719 | ##### | | VENTURE | LIVE | Canada | |
| 2 | 797,724 | ##### | | REAP | DEAD | Canada | |
| 3 | 2,516,664 | ##### | | Peguform | LIVE | European Community | |
| 4 | 2,516,383 | ##### | | V | LIVE | European Community | |
| 5 | 2,516,714 | ##### | | VENTURE | LIVE | European Community | |
| 6 | 2,516,698 | ##### | | FORM IS FUNCTION | LIVE | European Community | |

EXHIBIT "C"

(See Section 3.9 of Security Agreement)

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

Address of all Owners which are Venture affiliates is 33662 James J. Pompo Drive, P.O. Box 278, Fraser, Michigan 48026.

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

User: Venture Mold & Engineering Corporation
Deluxe Pattern Corporation

Owner: Deluxe Development Co., P.O. Box 463210, Mt. Clemens, MI 48046-3210

Description:

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

Tax Item No. 11-32-276-007

Fraser No. 33-078-004-00

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

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

Fraser No. 33-003-010-80

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

User: Venture Mold & Engineering Corporation

Owner: Windall Industries, Inc.

Description:

01 40 203 000 00 T6N R12E Barnes Acres Lot 4 and COM SW COR LOT 5. TH N ALONG HWY R/W 100 FT, N 85 DEG 37' 31" E 285.02 FT, TH S 32 DEG 47' 21" E 130 FT ALONG E LOT LN, TH N 89 DEG 17' W 300 FT ALONG S LOT LN TO POB SPLIT FROM LOT 5 93

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

User: Venture Mold & Engineering Corporation

Owner: Venture Real Estate, Inc.

Situated in Village of Almont, Lapeer County, State of Michigan and more particularly described as:

Town 6 North, Range 12 East, Section 21 Para., part of Lot 1 and part of Lot 2 of Barnes Acres as recorded in Lapeer County Plat Records. Beginning at the Southwest corner of Lot 1, thence North 34 degrees 17 minutes West 273.0 feet along the Westerly line of Lot 1, thence North 62 degrees 40 minutes 36 seconds East 247.57 feet to the Easterly line of Lot 2, thence South 34 degrees, 17 minutes East 415.07 feet along the Easterly line of Lot 1 and 2 to the Southeast corner of Lot 1, thence North 89 degrees 17 minutes West 300.0 feet along the South line of Lot 1 to the point of beginning. 1.94A

Tax Parcel No.: 001-130-001-00

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

User: Venture Mold & Engineering Corporation

Owner: Venture Real Estate, Inc.

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

The West 326 feet of Lots 44 through 50, both inclusive, FRASER INDUSTRIAL SUBDIVISION, according to the plat thereof as recorded in Liber 58, pages 43 and 44 of Plats, Macomb County Records.

Sidwell No. 11-32-127-021

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

Owner and User: Venture Holdings Corporation

Situation in the City of Conneaut, County of Ashtabula, and State of Ohio and being part of Original Lots 58 and 59;

Beginning at a point in the centerline of Gore Road at the northeast corner of land conveyed to H. & L. Williams (as recorded in Volume 629, Page 420, Ashtabula County Records of Deeds);

Thence, N 89° 24' E, along the centerline of Gore Road, 2,056.57 feet to a point in the northerly right of way line of Norfolk & Western R.R.;

Thence S 60° 32' W, along the northerly right of way line of Norfolk & Western R.R. 51.78 feet to an iron pin in the southerly line of Gore Road;

Thence, in the same course, 2,192.92 feet to an iron pin in a point of curve;

Thence southwesterly, along a curve in the northerly line of Norfolk & Western R.R., having an angle of 4° 32' 16", a radius of 11,503.10 feet, a chord bearing and distance of S 58° 15' 52" W, 911.29 feet, an arc distance of 911.51 feet to an iron pin in the southeast corner of land conveyed to A.J. Ritari (as recorded in Volume 310, Page 509, Ashtabula County Records of Deed);

Thence N 0° 01' E, along the easterly line of Ritari and the easterly line of land conveyed to M.L. & B.J. Simpson (as recorded in Volume 639, Page 406, Ashtabula County Records of Deeds), 661.52 feet to an iron pin in the southerly line of land conveyed to D. & H. McDonald (as recorded in Volume 386, Page 157, Ashtabula County Records of Deeds);

Thence N 89° 24' E, along the southerly line of McDonald, 499.99 feet to an iron pin;

Thence, N 0° 49' E, along the easterly line of McDonald, 621.15 feet to a point in the southwest corner of Williams;

Thence, N 89° 24' E, along the southerly line of Williams, 160.00 feet to a point;

Thence, N 0° 49' E, along the easterly line of Williams, 272.50 feet to the place of beginning.

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

User: Venture Service Company

Owner: Ercole Di Stefano and Joanne Di Stefano, 32102 Di Stefano Ct., Fraser, MI 48026

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

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

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

Owner and User: Vemco, Inc.

Part of East ½ of Section 33, Township 6 North, Range 7 East, described as follows: Beginning at East ¼ corner of said Section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 1000.38 feet along the East line of section; thence South 89 degrees 24 minutes 09 seconds West 1332.25 feet; thence South 00 degrees 08 minutes 38 seconds East 994.10 feet; thence South 00 degrees 04 minutes 29 seconds East 315.53 feet; thence North 89 degrees 24 minutes 11 seconds East 1331.32 feet; thence North 309.26 feet along the East line of said section to the point of beginning.

Except commencing at the East ¼ corner of said section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 1000.38 feet along the East line of Section; thence South 89 degrees 24 minutes 09 seconds West 270.00 feet; thence South 00 degrees 35 minutes 51 seconds East 20.00 feet to the point of beginning; thence South 00 degrees 35 minutes 51 seconds East 110.00 feet; thence South 89 degrees 24 minutes 09 seconds West 100.00 feet; thence North 00 degrees 35 minutes 51 seconds West 110.00 feet; thence North 89 degrees 24 minutes 09 seconds East 100.00 feet to point of beginning.

TOGETHER WITH A 20.00 foot easement for water main purposes over, under and across the following: Commencing at the East ¼ corner of said section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 980.38 feet along the East line of Section to the point of beginning; thence South 89 degrees 24 minutes 09 seconds West 269.85 feet; thence South 00 degrees 35 minutes 51 seconds East 20.00 feet; thence North 89 degrees 24 minutes 09 seconds East 269.70 feet; thence North 00 degrees 08 minutes 16 seconds West 20.00 feet to point of beginning.

TOGETHER WITH A 66.00 foot easement for ingress and egress purposes over, under, and across the above described property. Said easement being 33.00 feet each side of the following described line: Commencing at the East ¼ corner of said section; thence North 00 degrees 08 minutes 16 seconds West (assumed bearing) 672.98 feet along the East line of section to point of beginning; thence South 89 degrees 24 minutes 09 seconds West 226.24 feet; thence 295.00 feet along a tangential curve; concave to the North, having a radius of 313.00 feet and a central angle of 54 degrees 00 minutes 00 seconds; thence North 36 degrees 35 minutes 51 seconds West 76.54 feet; thence North 53 degrees 24 minutes 09 seconds East 45.94 feet; thence 73.83 feet along a tangential curve, concave to the South, having a radius of 117.50 feet and a central angle of 36 degrees 00 minutes 00 seconds; thence North 89 degrees 24 minutes 09 seconds East 50.84 feet to the terminus of said line. The side lines of said easement are prolonged or shortened to terminate at the appropriate lines of the above described property.

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

User: Vemco, Inc.

Owner: First Industrial, L.P., 311 South Wacker Drive, 40th Floor, Chicago, IL 60606

That part of the Southwest fractional one-quarter, Section 30, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: BEGINNING at a point on the South line of said Section, which is North 90° 00' 00" East 882.00 feet from the Southwest corner of said Section; thence North 00° 36' 24" West 550.00 feet parallel with the West line of said Section; thence North 90° 00' 00" East 329.52 feet; thence South 00° 12' 15" West 550.00 feet along the West line of the East 1050.00 feet of said Southwest fractional one-quarter; thence South 90° 00' 00" West 321.80 feet along the South line of said section to the place of beginning. Subject to highway right-of-way over the South 50.00 feet thereof.

Grand Rapids Complex Shipping Warehouse, Kent County, 5050 Kendrick Court, SE, Grand Rapids, Michigan, 49512
User: Vemco, Inc.

Owner: First Industrial, L.P., 311 South Wacker Drive, 40th Floor, Chicago, IL 60606

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

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

Groesbeck Facility, Macomb County, 35135 Groesbeck, Clinton Township, Michigan, 48035
User: Venture Industries Corporation

Owner: Venture Leasing Company

Legal description: Township of Clinton

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

PARCEL 2: A parcel of land located in and being a part of the Southwest ¼ of Section 28, Township 2 North, Range 13 East, and being more particularly described as follows: COMMENCING at a point 1311.03 feet South 88 degrees 23 minutes East from the Southwest corner of said section 28 and hence extending North 01 degrees 23 minutes East 273.0 feet, thence North 88 degrees 23 minutes West 85.55 feet; thence North 32 degrees 45 minutes East 222.21 feet recorded, and (222.63 feet measured), along the Southeasterly line of the Grand Trunk Western Railroad right of way, thence South 01 degrees 23 minutes West 463.20 feet along the Westerly line of the Pipers Factory Sites No. 1, a subdivision of part of the Southwest ¼ of Section 28, as recorded in Plat Liber 8, Page 73, Macomb County Records, thence North 88 degrees 23 minutes West 30.0 feet along with the south section line, also being the centerline of 15 Mile Road to point of beginning.

Groesbeck Warehouse, Macomb County, 26155 Groesbeck Highway, Warren, Michigan 48089
User: Venture Industries Corporation

Owner: Richard T. Gordon, 31790 Groesbeck Highway, Fraser, MI 48026

PARCEL 1: Part of the northeast ¼ of Section 24, Town 1 North, Range 12 East, described as: Commencing at the center post of Section 24; thence north 89 degrees 57 minutes east 633.35 feet; thence north 34 degrees 21 minutes east 955.10 feet along the centerline of Groesbeck Highway (M-97) to the point of beginning; thence north 57 degrees 01 minute west 600.61 feet; thence north 34 degrees 18 minutes east 145.20 feet; thence south 57 degrees 01 minute east 600.74 feet to a point on the centerline of Groesbeck Highway; thence south 34 degrees 21 minutes west 145.20 feet to the point of beginning; being Lots 4 and 5 Lambrechts Ind. Subdivision, unrecorded.

PARCEL 2: Part of the north ½ of Section 24, Town 1 North, Range 12 East, described as: Commencing at the center post of Section 24; thence north 89 degrees 57 minutes east 633.35 feet; thence north 34 degrees 21 minutes east 156.50 feet along the centerline of Groesbeck Highway (M-97); thence north 57 degrees 01 minutes west 60.00 feet; thence north 34 degrees 21 minutes east 217.80 feet along the 60 foot right of way line north 34 degrees 21 minutes east 580.80 feet (recorded 580.46 feet

measured); thence north 57 degrees 01 minute west 540.61 feet; thence south 34 degrees 18 minutes west 580.80 feet; thence south 57 degrees 01 minute east 540.19 feet to the point of beginning, being Lots 6 through 13, both inclusive, Lambrecht Ind. Subdivision, unrecorded.
Parcel ID# 13-24-252-010

Harper Facility, Macomb County, 34501 Harper, Clinton Township, Michigan, 48035
User: Venture Industries Corporation

Owner: Harper Properties of Clinton Twp. Limited Partnership

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

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

Hartford City Facility, Blackford County, 1701 West McDonald Street, Hartford City, Indiana, 47348
Owner and User: Venture Holdings Corporation

Real estate located in Licking Township, Blackford County, Indiana as described:

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

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

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

PARCEL A: A PARCEL OF LAND BEING A PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN, INCLUDING A PART OF LOT 157, CLOVER HILL ADDITION, BEING PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS ON PAGE 36, HILLSDALE COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE CENTER OF SAID SECTION 26; THENCE EAST ALONG THE EAST-WEST ¼ LINE OF SAID SECTION 26, 337.00 FEET; THENCE NORTH 00° 34' 10" EAST, 33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 34' 10" EAST ALONG THE EAST LINE OF SUPERIOR STREET (BEING 66 FEET WIDE), 847.30 FEET; THENCE SOUTH 60° 05' 51" EAST 320.77 FEET; THENCE SOUTH 00° 34' 10" WEST 37.85 FEET; THENCE SOUTH 60° 05' 51" EAST, 22.93 FEET; THENCE NORTH 89° 09' 09" EAST, 280.00 FEET; THENCE SOUTH 00° 16' 10" WEST 310.63 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY (CURVE DATA: DELTA 05° 47' 26", RADIUS 3786.83 FEET, ARC 382.72' CHORD 382.56 FEET, TAN 191.52 FEET, CHORD BEARING SOUTH 76° 15' 14" EAST) 382.72 FEET TO THE WEST LINE OF WOLCOTT STREET (BEING 66 FEET WIDE); THENCE SOUTH 00° 38' 16" WEST ALONG THE WEST LINE OF WOLCOTT STREET, 67.04 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY (CURVE DATA: DELTA 06° 59' 22", RADIUS 3852.83 FEET, ARC 470.01 FEET, CHORD 469.72 FEET, TAN 235.23 FEET, CHORD BEARING NORTH 75° 49' 53" WEST), 470.01 FEET; THENCE SOUTH 00° 16' 10" WEST 288.58 FEET TO THE NORTH LINE OF BACON STREET (BEING 66 FEET WIDE); THENCE WEST ALONG THE NORTH LINE OF BACON STREET, 215.58 FEET; THENCE NORTH 00° 34' 10" EAST, 178.25 FEET; THENCE WEST 144.92 FEET; THENCE SOUTH 00° 34' 10" WEST 178.25 FEET TO THE NORTH LINE OF BACON STREET; THENCE WEST ALONG THE NORTH LINE OF BACON STREET 138.08 FEET TO THE POINT OF BEGINNING.

PARCEL B: A PARCEL OF LAND BEING A PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN, INCLUDING A PART OF LOT 157, CLOVER HILL ADDITION, BEING PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS ON PAGE 36, HILLSDALE COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE CENTER OF SAID SECTION 26; THENCE EAST ALONG THE EAST-WEST ¼ LINE OF SAID SECTION 26, 271.00 FEET; THENCE NORTH 00° 34' 10" EAST, ALONG THE WEST LINE OF SUPERIOR STREET (BEING 66 FEET WIDE), 631.43 FEET TO THE NORTH LINE OF THE NEW YORK CENTRAL RAILROAD RIGHT OF WAY (BEING 100 FEET WIDE) THE POINT OF BEGINNING; THENCE NORTH 66° 57' 11" WEST ALONG THE NORTH LINE OF SAID NEW YORK CENTRAL RAILROAD, 293.27 FEET; THENCE NORTH 00° 34' 10" EAST, 153.00 FEET; THENCE NORTH 89° 09' 09" EAST 271.07 FEET TO THE WEST LINE OF SAID SUPERIOR STREET; THENCE SOUTH 00° 34' 10" WEST ALONG THE WEST LINE OF SAID SUPERIOR STREET, 271.82 FEET TO THE POINT OF BEGINNING.

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

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

PARCEL E: COMMENCING AT A POINT ON THE WESTERLY LINE OF WOLCOTT STREET, AT A POINT WHERE THE NORTHERLY RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD CROSSES WOLCOTT STREET; THENCE NORTH ON THE WEST LINE OF

WOLCOTT STREET 330 FEET; THENCE WEST AT RIGHT ANGLES 100 FEET; THENCE NORTH AT RIGHT ANGLES 150 FEET; THENCE WEST AT RIGHT ANGLES 276 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE NORTHERLY LINE OF THE NEW YORK CENTRAL RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ALONG THE RIGHT-OF-WAY TO THE POINT OF BEGINNING; WEST ½ OF THE NORTHEAST ¼ OF SECTION 26, TOWN 6 SOUTH, RANGE 3 WEST, UNPLATTED FIRST WARD IN THE CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN.

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

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

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

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

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

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

User: Vemco, Inc.

Owner: Vemco Leasing, Inc.

Legal description:

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

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

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

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

User: Vemco, Inc.

Owner: Hopkinsville Associates Limited Partnership

TRACT NO. 1: Property located in Christian County, Kentucky, approximately 2.0 miles East of Hopkinsville, Kentucky, on the North side of U.S. 41.

Beginning at an iron stake in the North right of way of U.S. 41 and being the Southwest corner of Mullins-Ky., Inc property, stake also being a corner of C.G. Boyd property; thence North 01 degrees 58 minutes 40 seconds West along the centerline of Old Edwards Mill Lane; 582.64 feet to an axle; thence North 34 degrees 22 minutes 20 seconds East with said centerline 37.85 feet to another axle; thence North 82 degrees 03 minutes 00 seconds East with centerline of Old Edwards Mill Lane 567.18 feet to an iron stake; thence South 19 degrees 01 minutes 00 seconds West with a centerline between Tract Nos. 1 & 2, 411.62 feet to an iron stake; thence with next four calls between said tract; thence S 67° 29' 10" E, 23.72

ft. to an iron stake; thence S 51° 48' 00" E, 95.05 ft. to an iron stake; thence S 71° 06' 40" E, 50.95 ft. to an iron stake; thence S 22° 28' 50" W, 423.06 ft to an iron stake in the North right of way of U.S. 41; thence North 67 degrees 13 minutes 22 seconds West with said right of way 445.98 feet to the beginning. Property containing 8.62 acres, more or less.

TRACT NO. 2: Property located in Christian County, Kentucky, approximately 2.0 miles East of Hopkinsville, Kentucky, on the North side of U.S. 41.

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

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

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

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

See plat in plat cabinet number 1, page 296 of said Clerk's Office.

Lancaster Facility, Fairfield County, 2109 Commerce Street, Lancaster, Ohio, 43130
Owner and User: Venture Holdings Corporation

PARCEL I

SITUATED IN THE STATE OF OHIO, FAIRFIELD COUNTY, TOWNSHIP 14, RANGE 18, SECTION 4, CITY OF LANCASTER:

BEING THE SAME PROPERTY DESCRIBED AS 18.82 ACRES IN DEED VOLUME 627, PAGE 501 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR SET ON THE NORTH LINE OF COMMERCE DRIVE, SAID POINT BEING NORTH A DISTANCE OF 1275.3 FEET AND NORTH 89 DEGREES 59' 30" WEST A DISTANCE OF 1712.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 4;

THENCE NORTH 89 DEGREES 59' 30" WEST A DISTANCE OF 874.85 FEET (874.40 FEET BY DEED) TO A 5/8 INCH IRON PIPE FOUND ON THE NORTH LINE OF COMMERCE DRIVE;

THENCE NORTH 00 DEGREES 31' 00" WEST A DISTANCE OF 851.80 FEET (852.00 FEET BY DEED) TO A 5/8 INCH IRON PIPE FOUND;

THENCE WITH THE SOUTH LINE OF THE INDIANA AND OHIO CENTRAL RAILROAD (40 FEET SOUTH OF THE CENTERLINE) NORTH 78 DEGREES 24' 50" EAST A DISTANCE OF 884.96 FEET (884.60 FEET BY DEED) TO A POINT ON SAID RAILROAD LINE AND THE NORTHWEST CORNER OF A 3.598 ACRE TRACT;

THENCE WITH THE WEST LINE OF SAID 3.598 ACRES, SOUTH 00 DEGREES 52' 05" EAST A DISTANCE OF 1029.75 FEET (1029.58 FEET BY DEED) TO THE POINT OF BEGINNING, CONTAINING 18.831 ACRES.

BEARINGS ARE BASED ON THE WEST LINE OF THE 18.82 ACRE TRACT DESCRIBED IN VOLUME 627, PAGE 501 BEING NORTH 00 DEGREES 31' 00" WEST.

PARCEL II

SITUATED IN THE STATE OF OHIO, FAIRFIELD COUNTY, TOWNSHIP 14, RANGE 18, SECTION 4, CITY OF LANCASTER:

BEING THE SAME PROPERTY DESCRIBED AS 3.598 ACRES IN DEED VOLUMES 627, PAGE 501 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR SET ON THE NORTH LINE OF COMMERCE DRIVE, SAID POINT BEING NORTH A DISTANCE OF 1275.3 FEET AND NORTH 89 DEGREES 59' 30" WEST A DISTANCE OF 1562.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 4;

THENCE NORTH 89 DEGREES 59' 30" WEST A DISTANCE OF 150.00 FEET (150.00 FEET BY DEED) TO A 5/8 INCH REBAR SET ON THE NORTH LINE OF COMMERCE DRIVE; THENCE NORTH 00 DEGREES 52' 05" WEST A DISTANCE OF 1029.75 FEET (1029.58 FEET BY DEED) TO A POINT ON THE SOUTH LINE OF THE INDIANA AND OHIO CENTRAL RAILROAD AND THE NORTHEAST CORNER OF AN 18.831 TRACT;

THENCE WITH THE SOUTH LINE OF THE INDIANA AND OHIO CENTRAL RAILROAD (40 FEET SOUTH OF THE CENTERLINE) NORTH 78 DEGREES 24' 50" EAST A DISTANCE OF 152.64 FEET (152.64 FEET BY DEED) TO A 5/8 INCH IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID 3.598 ACRE TRACT;

THENCE WITH THE EAST LINE OF SAID 3.598 ACRES, SOUTH 00 DEGREES 52' 05" EAST A DISTANCE OF 1060.43 FEET (1060.28 FEET BY DEED) TO THE POINT OF BEGINNING, CONTAINING 3.598 ACRES.

Madison Facility, Jefferson County, 3000 Michigan Avenue, Madison, Indiana, 47250
Owner and User: Venture Holdings Corporation

TRACT 1: Being a part of the Southwest quarter of Section 14, Township 4 North, Range 10 East located in Madison Township, Jefferson County, Indiana described as follows:

Commencing at a brass pin (found) at the southwest corner of the Southwest quarter of Section 14, Township 4 North, Range 10 East; thence south 86 degrees 00 minutes 45 seconds east (grid bearing relative to the Indiana State Plane Coordinate System, East Zone), 3.96 feet with the south line of Section 14 to a point in the centerline of Michigan Road (formerly U.S. Highway 421, formerly State Highway #29) and the actual point of beginning; (said point being on a circular curve from which the radius point of said curve bears south 88 degrees 34 minutes 25 seconds east, 8594.37 feet); thence northerly on said centerline and a circular curve having a central angle of 01 degree 59 minutes 05 seconds, radius 8594.37 feet, arc length 297.69 feet and chord bearing north 02 degrees 25 minutes 07 seconds east, 297.67 feet to a point; thence south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed), 50.04 feet to a re-bar found on the east right-of-way of Michigan Road; thence continuing south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed), 300.00 feet to a re-bar found; thence north 04 degrees 00 minutes 50 seconds east 176.00 feet to re-bar found at the south line of the Faith Lutheran Church property; thence south 88 degrees 46 minutes 44 seconds east (south 86 degrees 46 minutes 44 seconds east by deed), 180.16 feet to a steel T-bar; thence south 00 degrees 39 minutes 50 seconds west 469.95 feet to a steel T-bar on the north right-of-way line of Ivy Tech Drive (formerly Satan Lane); thence south 00 degrees 39 minutes 50 seconds west 30.05 feet to the section line; thence north 86 degrees 00 minutes 45 seconds west 550.49 feet to the point of beginning. This tract contains 4.6451 acres (with 0.3431 acres lying inside the right-of-way of Michigan Road and 0.3445 acres lying inside the right-of-way of Ivy Tech Drive (formerly Satan Lane).

TRACT 2: A part of the Southwest quarter of Section 14, Township 4 North, Range 10 East located in Madison Township of Jefferson County, Indiana, also being a part of Lot No. 1 in Ringwald Addition, the plat of which is recorded in Plat Book 1, Page 12A., in the Recorder's Office, Jefferson County, Indiana, described below as follows:

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

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

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

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

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

User: Venture Industries Corporation
Deluxe Pattern Corporation

Owner: Venture Real Estate Acquisition Company

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

Parcel A: Part of Lot 96, Assessor's Plat No. 5, as recorded in Liber 14, Page 29 of Plats, Macomb County Records, described as follows: Beginning at Southeast corner of Lot 96; thence South 88 degrees 30 minutes 47 seconds West, 575 feet along the South line of Lot 96; thence North 01 degree 37 minutes 36 seconds West, 340.6 feet, North 01 degree 35 minutes 03 seconds West, 309.98 feet calculated; thence North 88 degrees 30 minutes 47 seconds East 759.96 feet, 760.76 feet calculated along North line of Lot 96; Thence South 29 degrees 22 minutes 28 seconds West, 362.0 feet, 361.10 feet calculated along Northwesternly Right of Way line, Grand Trunk Western Railroad, to Point of Beginning, being same land as Parcel A described in Urban Land Consultants Survey No. 84259-2296, dated August 5, 1985 and up-dated on September 17, 1985; and

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

Sidwell No. 33-008-032-10

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

User: Venture Industries Corporation

Owner: Venture Real Estate, Inc.

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

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

Sidwell No. 11-32-176-006

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

User: Venture Industries Corporation

Owner: Venture Real Estate, Inc.

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

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

Sidwell No. 11-32-176-015

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

User: Venture Industries Corporation

Owner: Venture Leasing Company

Situated in the City of Fraser, Macomb County, Michigan

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

Venture Automotive Corp., Genesee County, G-3367 Corunna Road, Flint, Michigan, 48532

User: Vemco, Inc.

Owner: Venture Automotive Corp.

Situated in Township of Flint, Genesee County, State of Michigan.

Part of the Northwest $\frac{1}{4}$ of Section 22, Township 7 North, Range 6 East, Michigan Meridian, Township of Flint, Genesee County, Michigan described as follows:

COMMENCING at the Northwest corner of said Section; thence South 89 degrees 29 minutes 00 seconds East (bearings determined from title policy) 1343.01 feet (previously recorded as "the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ ") TO THE POINT OF BEGINNING;

THENCE South 89 degrees 47 minutes 00 seconds East 1025.02 feet (previously recorded as 1025.19 feet) along the center line of Corunna Road (previously recorded as North line of Section);

THENCE South 00 degrees 13 minutes 02 seconds West 294.04 feet (previously recorded as South 00 degrees 13 minutes West 294.90 feet);

THENCE South 73 degrees 07 minutes 29 seconds West 1077.06 feet (previously recorded as South 73 degrees 09 minutes 30 seconds West 1076.91 feet) parallel with and 262.80 feet at right angles from the center line of Grand Trunk Western Railroad former "old Main Line" track;

THENCE North 00 degrees 38 minutes 11 seconds East (previously recorded as North 00 degrees 38 minutes East) 610.83 feet TO THE POINT OF BEGINNING. EXCEPTING THAT PART NOW USED FOR UTLEY ROAD AND CORUNNA ROAD, SO-CALLED.

Tax Parcel No.: H-278-A

Portland Facility, Jay County, 400 South Bridge Street, Portland, Indiana, 47371
Owner and User: Venture Holdings Corporation

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

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

Also, vacated alleys and streets.

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

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

Sales and Technical Center, Macomb County, 6555 Fifteen Mile Road, Sterling Heights, Michigan
User: Venture Industries Corporation
Venture Service Company

Owner: Charrington Estates Limited Partnership, 2301 West Big Beaver Road, Suite 900, Troy, MI 48084

The south 70 feet of Lot 22 and all of Lots 23 through 29, inclusive Bart Industrial Park No. 1, as recorded in Liber 75, Pages 7 and 8, Macomb County Records.

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

Owner and User: Venture Holdings Corporation

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

- 1) South 74° 23' 55" East 150.07 feet to a point, and
- 2) South 82° 34' 40" East 280.53 feet to a granite bound, and
- 3) North 09° 23' 25" East 185.07 feet to a granite bound at land of John L. & Jeanine L. Pope; thence by said Pope land
- 4) South 72° 13' 40" East 20.24 feet to an iron pipe in concrete at land of the heirs of Arthur A. Turcotte; thence by said Turcotte land and land of Ralph M. & Linda Wade Smith, land of Mark A. & Maureen A. Perkins, land of Onsville A. Beal and land of Gary & Gail Nason
- 5) South 82° 15' 35" East 669.13 feet to a granite bound; thence by said Nason land
- 6) North 06° 27' 10" East 43.82 feet to an iron pipe at land of Arthur M. & Mary P. Aylward; thence by said Aylward land
- 7) South 89° 40' 40" East 318.27 feet to an iron pipe on the southwesterly sideline of "Dow's Lane"; thence by said sideline
- 8) South 39° 29' 40" East 237.30 feet to a point, and
- 9) South 40° 44' 40" East 205.52 feet to a point, and
- 10) South 56° 43' 20" East 146.30 feet to a point at land of the Town of Seabrook; thence by said Town land
- 11) South 83° 04' 35" West 75.94 feet to a point; thence by said Town land and land of Public Service Co. of New Hampshire & Properties, Inc.
- 12) South 10° 30' 40" West 924.65 feet to a point; thence by said Public Service Co. of New Hampshire & Properties, Inc. land
- 13) Westerly by curve to the right of 662.71 foot radius a distance of 669.29 feet to a point, and
- 14) North 09° 20' 37" East 142.08 feet to a stone bound, and
- 15) North 87° 21' 45" West 35.35 feet to a stone bound, and
- 16) North 82° 05' 15" West 530.62 feet to a drill hole in a stone, and
- 17) North 84° 12' 50" West 39.48 feet to a point, and
- 18) North 68° 41' 24" West 242.51 feet to a granite bound with a brass disc at land of 692 Lafayette Road Seabrook Trust; thence by said 692 Lafayette Road Seabrook Trust land
- 19) North 06° 21' 05" East 837.49 feet to a granite bound, and
- 20) North 73° 21' 25" West 221.40 feet to a point, and
- 21) North 63° 09' 44" West 76.65 feet to a point, and
- 22) South 26° 50' 16" West 13.78 feet to a point, and
- 23) North 73° 21' 25" West 52.22 feet to a point on the easterly sideline of U.S. Route 1 (Lafayette Road); thence by said sideline
- 24) Northerly by a curve to the left of 900.00 foot radius a distance of 10.63 feet to a point of compound curvature, and
- 25) Northerly by a curve to the left of 675.00 foot radius a distance of 162.02 feet to the point of beginning.

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

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

User: Venture Industries Corporation
Venture Mold & Engineering Corporation
Deluxe Pattern Corporation

Owner: Venture Leasing Company

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

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

User: Venture Mold & Engineering Corporation
Deluxe Pattern Corporation

Owner: Louca Mold Company [Franklin Properties, Ltd., P.O. Box 163, Bloomfield Hills, MI 48303-0163]

Land in the City of Troy, County of Oakland, State of Michigan, described as: A part of the SW ¼ of Section 28, Town 2 North, Range 11 East, commencing at the SW corner of said Section 28; thence South 89 degrees 02 minutes 00 seconds East 1336.66 feet along the south line of said Section; thence South 88 degrees 39 minutes 00 seconds East 762.55 feet along the south line of said Section; thence North 01 degrees 03 minutes 00 seconds East 867.58 feet; to the point of beginning; thence North 01 degree 03 minutes 00 seconds East 190.00 feet; thence South 89 degrees 44 minutes 00 seconds East 165.00 feet; thence South 01 degree 03 minutes 00 seconds West 190.00 feet; thence North 89 degrees 44 minutes 00 seconds West 165.00 feet to the point of beginning.

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

User: Venture Industries Corporation
Deluxe Pattern Corporation

Owner: Donald C. Nolta

Land situated in the City of Troy, County of Oakland and State of Michigan, described as follows, to-wit:

A parcel of land being a part of the SW ¼ of Section 36, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan; more particularly described as Lot No. 69 of "Robbins Executive Park East no. 5" (as recorded in Liber 154, Pages 26, 27 and 28, Oakland County Records) and the South 241.00 feet of the East 400.00 feet of Lot No. 51, of "Robbins Executive Park East No. 3" (as recorded in Liber 140, Pages 25 and 26, Oakland County Records, and contain 3.65 acres.)

A parcel of land being a part of the SW ¼ of Section 36, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as: All of Lot Numbered Seventy (70) of Robbins Executive Park East No. 5, according to the plat thereof as recorded in Liber 154 of Plats, Page 26, 27 and 28, Oakland County Records, and containing 3.12 acres, more or less.

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

User: Venture Industries Canada Ltd.

Owner: Venture Leasing Company

Part of Lot "A", Registered Plan 418, Designated as Part 1, Reference Plan 24R-2206, Town of Wallaceburg (formerly Township of Chatham Gore) in the County of Kent.

35207 Groesbeck, Clinton Twp., Michigan

User: Venture Industries Corporation

Owner: Venture Real Estate Acquisition Company

Township of Clinton, Part of Lot 26, Piper's Factory Sites No. 1, according to the Plat thereof, as recorded in Liber 8 of Plats, Page 73, Macomb County Records, except that part described as follows: Beginning at a point on the southwesterly line of said Lot 26 which is north 57 degrees 21 minutes 30 seconds west 187.00 feet from the southerly corner of said Lot 26; thence north 26 degrees 23 minutes 40 seconds west 29.15 feet; thence north 57 degrees 21 minutes 30 seconds west 216.92 feet; thence north 32 degrees 41 minutes 07 seconds east 135.23 feet to the northeasterly line of said Lot 26; thence north 57 degrees 21 minutes 30 seconds west along said northeasterly line 113.63 feet to the most northerly corner of said Lot 26; thence south 32 degrees 45 minutes west along the northwesterly line of said Lot, 150.22 feet (recorded as 150.00 feet) to the most westerly corner of said Lot 26; thence south 57 degrees 21 minutes 30 seconds east along the southwesterly line of said lot, 355.13 feet to the point of beginning.

42500 Mound Road, Sterling Heights, Michigan

User: Deluxe Pattern Corporation

Owner: Mound Road Associates L.L.C., 1180 Big Beaver Road, Troy, MI 48083

Part of the N.W. ¼ of Section 9, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan is described as: Commencing at the NW Corner of Section 9, thence South 86° 48' 23" East, 102.00 feet; thence South 03° 07' 45" West, 1136.48 feet to the Point of Beginning on the East line of Mound Road (204 feet wide); thence South 86° 40' 05" East, 525.98 feet; thence South 03° 09' 47" West measured (South 03° 09' 45" West record), 213.77 feet; thence North 86° 40' 02" West measured (North 86° 40' 20' West record), 525.85 feet; thence North 03° 07' 45" East, 213.77 feet along the East line of Mound Road to the Point of Beginning and containing 2.581 acres. More commonly known as 42500 Mound Road.

Hopkinsville Warehouse 4020 Calvin Drive, Hopkinsville, Kentucky 42240

Lessor: MCR Properties, Inc.

Lessee: Venture Industries Corporation

Parcel 1: Property located in Hopkinsville, Christian County, Kentucky, on the North side of Calvin drive.

Being a .99 acre tract as sown on the plat of the J. Ronnie Jones Property, Division No. 2, recorded in Plat Cabinet 4, File 349, of the Christian County Clerk's Office, and more particularly described as follows: BEGINNING at an iron stake in the North right of way of Calvin Drive, stake located 205.58 feet West of a concrete right of way marker, stake also being 423.08 feet West of right of way of Bradshaw Pike (Ky. Hwy. 109); thence North 54 degrees 57 minutes 25 seconds West with right of way of Calvin Drive 118.00 feet to an iron stake; thence North 35 degrees 03 minutes 10 seconds East with West line of Jones property 370.88 feet to an existing iron stake; thence South 49 degrees 59 minutes 08 seconds East with J.L. Feagan (Estate) property 118.44 feet to an iron stake; thence South 35 degrees 03 minutes 10 seconds West with a new line through R. Jones property 360.62 feet to the beginning.

Property is subject to any previous recorded easement or right of ways.

BEING a portion of the same property conveyed to James Ronald Jones by deed dated May 2, 1989, from Retha Jones Ezall, et. al., and recorded in Deed Book 466, Page 256, of the Christian County Clerk's Office.

The sale of this property by the Grantor to the Grantee has been authorized by Order of the United States Bankruptcy Action 92-50118(2)11, by Order dated June 4, 1992. In addition thereto, the transfer of the property herein by the Grantor, James Ronald Jones, a single man, has also been authorized by the Order of the Christian Circuit Court, in Civil Action No. 90-CI-00695, W. Gayle Thompson Jones vs. James Ronald Jones, dated May 20, 1992.

The fair market of the Above-described property is \$22,500.

Parcel 2: Property located in Hopkinsville, Christian County, Kentucky, on the North side of Calvin Drive, approximately 0.1 miles west of Bradshaw Pike (Kentucky Highway 109).

BEING a 0.615 acre tract as shown on the plat of the J. Ronnie Jones Property, Division No. 3, recorded in Plat Cabinet 4, File 387, of the Christian County Clerk's Office, and more particularly described as follows:

BEGINNING at an iron stake in the North right of way of Calvin Drive, Stake being 348.08 feet West of Bradshaw Pike, and also being 130.58 feet West of a right of way marker; thence North 54 degrees 57 minutes 25 seconds West with North right of way of Calvin Drive, 75.00 feet to an iron stake corner to M.C.R. Inc. property; thence North 35 degrees 03 minutes 10 seconds East with said property 360.62 feet to an iron stake; thence South 49 degrees 59 minutes 08 seconds East with Feagan Estate property 75.28 feet to an iron stake; thence South 35 degrees 03 minutes 10 seconds West with a new line through Jones property 354.09 feet to the beginning.

Property is subject to any previous recorded easements or right of ways.

BEING a portion of the same property conveyed to James Ronald Jones by deed dated May 2, 1989, from Retha Jones Ezell, et. al., and recorded in Deed Book 466, Page 256, of the Christian County Clerk's office.

The sale of this property by the Grantor to the Grantee has been authorized by Order of the United States Bankruptcy Court for the Western District of Kentucky, Bankruptcy Action 92-50118(2)11, by Order dated November 6, 1992. In addition thereto, the transfer of the property herein by the Grantor, James Ronald Jones, a single man, has also been authorized by the Order of the Christian Circuit Court, in Civil Action No. 90-CI-00696, W. Gayle Thompson Jones Vs. James Ronald Jones, dated May 20, 1992.

The fair market of the above-described property is \$14,000.00.

PARCEL 3: BEGINNING at an iron pin, found, right-of-way of Calvin and being the southwest corner of MCR Properties, Inc. 4.220 acre tract; thence a new line through James Ronald Jones property North 35 degrees, 02 minutes, 37 seconds East 417.52 feet to an iron pin, set, in line of Phillip Mullins property, thence with said property line South 50 degrees, 14 minutes 51 seconds East 147.70 feet to an iron pin, found, corner of MCR Properties, Inc. property; thence with line of said property South 55 degrees, 00 minutes, 00 seconds West 431.29 feet to the point of BEGINNING. CONTAINING 0.7055 (30,730.40 square feet) acres more or less. Survey by random traverse.

This description prepared from physical survey conducted by: Howard G. Lancaster, L.S. 2096 on May 5, 1998.

See Plat of record in Plat Cabinet 6, File 322, Christian County Court Clerk's Office.

BEING a part of the same property conveyed to James Ronald and Melissa Jones, his wife, by deed dated April 16, 1997, from Susan Givens Miles and James Patrick Givens, Co-Executors of the Estate of Marie W. Givens, which deed is recorded in Deed Book 536, Page 607, Christian County Court Clerk's Office.

PARCEL 4: A tract of land described as the Division of J. Ronnie Jones Property at the intersection of Calvin Drive and Bradshaw Pike, also known as KY 109 and containing 4.220 acres and identified as Tract No. 2 as recorded in Plat Cabinet 4, page 103, reference being made to the same a more particular description.

Being a portion of the same property conveyed to James R. Jones, by a Deed dated May 2, 1989, from Retha Jones Ezell, et. ux and recorded in Deed Book 466, Page 256, and recorded in the Christian County Court Clerk's Office.

EXHIBIT "D"

(See Sections 3.10 and 4.1.6 of Security Agreement)

EXISTING LIENS ON THE COLLATERAL

Liens on Equipment/Equipment Leases: In addition to the Liens incurred under the Pre-Petition Credit Agreement and Collateral Documents, the following are existing Liens:

| Debtor | Secured Party | Collateral Balance (for capital leases) |
|--------------------------------|---|--|
| Venture Holdings Company, LLC | Heartland Business Credit | Lease of certain equipment (a) \$12,401.59 (2/22/03) |
| Venture Holdings Corporation | Norwest Equipment Finance, Inc. (assignee from BancBoston) | Lease of certain equipment located in Seabrook, NH and Conneaut, OH (a) \$8,111.17 (2/22/03) |
| | Tennant Financial Services | Lease of certain equipment (a) |
| Venture Industries Corporation | Bell Fork Lift, Inc. | 1 used 1998 Toyota Fork Lift (a) |
| | Detroit Air Compressor Company | Compressor, Air Dryer and Related Accessories; Volt Compressor and Dryer (a) |
| | TRW, Inc. | Tooling produced under contract with TRW, ownership of which remains with TRW until paid in full |
| | Heartland Business Credit | Lease of certain equipment located in Sterling Heights, MI (a) \$12,401.59 (2/22/03) |
| | Michigan Heritage Bank (assignee from American Financial Leasing, Inc.) | Lease of certain computer equipment (a) |
| | IBM Credit Corporation | Lease of certain computer equipment (a) |
| | Toyota Motor Credit Corp. | Lease of Toyota forklift (a) |
| | DaimlerChrysler Corporation | Tooling |
| | MH Industries Ltd. | Special tools lien pursuant to MCL 570.541, et. seq. in production tooling |

| | | |
|-------------|--------------------------------------|---|
| | Michigan Battery Equipment Co. | two power boss batteries (a) |
| | General Electric Capital Corporation | Lease of certain equipment \$360,840 |
| | Modas LLC** | Tubular steel frames and any and all proceeds and products or accessions |
| Vemco, Inc. | Fleet Capital Corporation | Lease of certain equipment (a) |
| | Welsh & Katz, Ltd. | Attorney's lien on certain patents for proceeds from litigation. |

(a) Represent true leases for which financing statements were filed for informational purposes only.

** The Company is in dispute with Modas regarding its lien and the ownership of the collateral.

2. State tax lien in the amount of \$9,334.53 against Venture Industries Corp. in favor of Michigan Department of Treasury with respect to Motor Carrier Tax

EXHIBIT "E"

**List of Pledged Securities
(See Section 3.13 of Security Agreement)**

A. STOCKS:

| <u>Issuer</u> | <u>Certificate Number</u> | <u>Number of Shares</u> |
|--|---------------------------|---|
| Vemco, Inc. | 4 | 2,225,001 - Venture Holdings Company LLC |
| Vemco Leasing, Inc. | 3 | 50,000 - Venture Holdings Company LLC |
| Venture Industries Corporation | 5 | 4,284,700 - Venture Holdings Company LLC |
| Venture Holdings Corporation | 3 | 2,295,001 - Venture Holdings Company LLC |
| Venture Leasing Company | 3 | 50,000 - Venture Holdings Company LLC |
| Venture Mold & Engineering Corporation | 3 | 100,000 - Venture Holdings Company LLC |
| Venture Service Company | 3 | 500 - Venture Holdings Company LLC |
| Venture Europe, Inc. | 1 | 1000 - Venture Leasing Company |
| Venture EU Corporation | 1 | 1000 - Venture Leasing Company |
| Experience Management, LLC | 3 | 990 - Venture Holdings Company LLC |
| | 2 | 10 - Venture Service Company |
| Venco #1, L.L.C. | 2 | 300 - Deluxe Pattern Corporation |
| Venture Global Engineering LLC | n/a | 1% Membership interest – Deluxe Pattern Corporation |
| VIC Management, L.L.C. | n/a | 50% - Deluxe Pattern Corporation |

The present and future Capital Stock of the following first tier foreign entities is to be pledged in accordance with applicable foreign law:

- Venture Industries Canada, Ltd.
- Venture Germany GmbH
- Venture Peguform Iberica S.L.
- Venture Peguform Netherlands B.V.
- Peguform Hungary Kft.
- Venture Peguform Denmark ApS
- Peguform UK Limited

B. BONDS:

| <u>Issuer</u> | <u>Number</u> | <u>Face Amount</u> | <u>Coupon Rate</u> | <u>Maturity</u> |
|---------------|---------------|--------------------|--------------------|-----------------|
|---------------|---------------|--------------------|--------------------|-----------------|

C. GOVERNMENT SECURITIES:

| <u>Issuer</u> | <u>Number</u> | <u>Type</u> | <u>Face Amount</u> | <u>Coupon Rate</u> | <u>Maturity</u> |
|---------------|---------------|-------------|--------------------|--------------------|-----------------|
|---------------|---------------|-------------|--------------------|--------------------|-----------------|

D. OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED):

| <u>Issuer</u> | <u>Description of Collateral</u> | <u>Percentage Ownership Interest</u> |
|---------------|----------------------------------|--------------------------------------|
|---------------|----------------------------------|--------------------------------------|

(provide description of custody accounts or arrangements with securities intermediary, if applicable)

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

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

EMPLOYER IDENTIFICATION NUMBERS AND STATE ORGANIZATION NUMBERS

| <u>Entity Name</u> | <u>State of Organization</u> | <u>Type of Federal Entity</u> | <u>State Tax ID#</u> <u>Org. #</u> | <u>Executive Office</u> |
|--------------------------------|------------------------------|-------------------------------|------------------------------------|-------------------------|
| Venture Holdings Company LLC | Michigan | LLC | 38-3470015 | B53889 Fraser, MI |
| Vemco, Inc. | Michigan | Corp. | 38-2737797 | 306-093 Fraser, MI |
| Vemco Leasing, Inc. | Michigan | Corp. | 38-2777324 | 453-296 Fraser, MI |
| Venture Leasing Company | Michigan | Corp. | 38-27777356 | 189-066 Fraser, MI |
| Venture Industries Corporation | Michigan | Corp. | 38-2034680 | 064-942 Fraser, MI |
| Venture Holdings Corporation | Michigan | Corp. | 38-2793543 | 440-502 Fraser, MI |
| Venture Mold & Corporation | Michigan | Corp. | 38-2556799 | 127-097 Fraser, MI |
| Venture Service Company | Michigan | Corp. | 38-3024165 | 494-275 Fraser, MI |
| Venture Europe, Inc. | Michigan | Corp. | 38-3464213 | 08022A Fraser, MI |
| Venture EU Corporation | Michigan | Corp. | 38-3470019 | 18745A Fraser, MI |
| Experience Management LLC | Michigan | LLC | 38-3382308 | B24201 Fraser, MI |
| Deluxe Pattern Corporation | Michigan | Corp. | 38-2901017 | 322-068 Fraser, MI |

EXHIBIT "G"

COMMERCIAL TORT CLAIMS

The following claims sounding in tort, although some may be viewed as contractual in nature, are in litigation (claims which are not yet in litigation are not listed):

1. Litigation on behalf of Venture Holdings Corporation, as successor to Bailey Corporation ("Venture") against ITT Automotive, Inc. ("ITTA") alleging, among other things, that (a) ITTA misrepresented itself to Venture when it made statements to the effect that (i) it would deal fairly with Venture as to a price increase for the NS/GS part and (ii) it would extend its contract with Venture for the NS/GS part if Venture continued to produce and sell NS/GS parts to Venture. Venture Holdings Corporation v ITT Automotive, Inc., Case No. 98-003510-CK (Oakland County Circuit Court).
2. Litigation by Venture Industries Corporation, Vemco, Inc., Patent Holding Company and Larry J. Winget ("Plaintiffs") against Autoliv, ASP, Inc. and Autoliv, Inc. ("Defendants") alleging that Autoliv ASP, Inc. converted certain trade secrets of Plaintiffs to their own use and disseminated them to third parties. Venture Industries Corporation, Vemco, Inc., Patent Holding Company and Larry J. Winget v. Autoliv ASP, Inc. and Autoliv, Inc., Case No. 99-75354 and American Arbitration Case No. 14 133 02472 01.
3. Litigation by Siemens Financial Services GmbH against Venture Holdings Company LLC, claiming damages arising from first notice guarantee which Siemens required Venture to execute, on behalf of Peguform GmbH & Co KG, arising from Siemens and Peguform entering into a Receivables Purchase Agreement. Venture filed a third party action against Peguform for indemnification, alleging that if Venture should be found liable, it arises out of the action and default of Peguform and thus Peguform must indemnify Venture. Siemens Financial Services GmbH v Venture Holdings Company, LLC, Case No. 02-4315CK (Macomb Circuit Court).
4. The Dow Chemical Company v Venture Industries Corporation, Case No. 5228-CK-L (Midland Circuit Court). This lawsuit arises as a result of Venture Industries Corporation withholding payment on moneys invoiced by Dow Chemical Company. Venture Industries alleges it suffered damages due to improper and inadequate material and technical expertise supplied by Dow during the production of certain parts.

EXHIBIT "H"

(See Section 3.6 of Security Agreement)

OTHER NAMES

| <u>Company</u> | <u>Assumed Name</u> |
|--|---|
| Venture Holdings Company LLC | None |
| Venture Industries Corporation | Venture Industries (Kentucky) Venture Industries (Michigan) Venture Industries, Inc. (Michigan) |
| Venture Leasing Company | None |
| Venture Mold & Engineering Corporation | Venture Industries Technical Development Company |
| Venture Service Company | Equipment Maintenance and Leasing Corporation(Michigan) Venture Manufacturing Group (Michigan) Venture Sales Group (Michigan) Venture Mold Group (Michigan) Venture Advanced Engineering (Michigan) Venture Holding (Michigan) Venture Advanced Engineering Group (Michigan) Venture Holdings Group (Michigan) |
| Venture Holdings Corporation | Venture Merger Corporation Bailey Corporation (Michigan) Bailey Manufacturing (New Hampshire) Venture-Seabrook (New Hampshire) Bailey Manufacturing Corporation (Michigan & Indiana) Bailey Automotive Products (Indiana) Venture Holdings Company (Michigan) Venture Peguform (MI, IN, NH) Peguform (MI, IN, NH) Peguform Plastics (MI, IN, NH) |
| Vemco, Inc. | BM-Woodbridge Place XII, Inc. Venture Grand Blanc (Michigan) Quantum Polymer Processors, Inc. (Michigan) Venture Grand Rapids (Michigan) Venture Hopkinsville (Kentucky) |
| Vemco Leasing, Inc. | Venture Western Michigan Ltd. (Kentucky) |
| Venture Europe, Inc.. | None |
| Venture EU Corporation | None |

Experience Management LLC
Deluxe Pattern Corporation

Venture Management (Kentucky & Michigan)
Venture Advanced Engineering Company
Venture Laser Technologies, Inc.

[Venture Global Engineering – not filed, but has been
used in connection with the company's business]

DETROIT 7-2950 751837