

EIGHTH AMENDMENT
dated as of October 21, 2002
VENTURE HOLDINGS COMPANY LLC
and
BANK ONE, NA,
as Administrative Agent

Borrower
Venture Holdings Company LLC

Principal
Larry J. Winget and the Larry J. Winget Living Trust

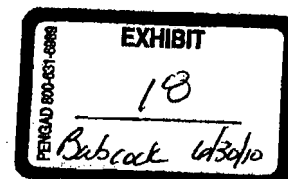
Guarantors
Vemco, Inc.
Vemco Leasing, Inc.
Venture Industries Corporation
Venture Holdings Corporation
Venture Leasing Company
Venture Mold & Engineering Company
Venture Service Company
Venture Europe, Inc.
Venture EU Corporation
Experience Management LLC

Affiliate Guarantors
Venture Heavy Machinery Limited Liability Company
Venture Real Estate Acquisition Company
Venture Equipment Acquisition Company
Realven Corporation
Deluxe Pattern Corporation
Venture Real Estate, Inc.
Venture Automotive Corp.
Farm & Country Real Estate Company
Patent Holding Company
P.I.M. Management Company
Venco #1, L.L.C.

Pledgors
Larry Winget and the Larry J. Winget Living Trust
Venco #1, L.L.C.
Deluxe Pattern Corporation
P.I.M. Management Company

Volume I of II

Trial Exhibit
C11



CLOSING LIST

Venture Holdings Company LLC
Eighth Amendment
dated as of October 21, 2002

Administrative Agent

Bank One, NA

Borrower

Venture Holdings Company LLC

Principal

Larry J. Winget and the Larry J. Winget Living Trust

Guarantors

Vemco, Inc.
Vemco Leasing, Inc.
Venture Industries Corporation
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P.I.M. Management Company
Venco #1, L.L.C.

Pledgors

Larry Winget and the Larry J. Winget Living Trust
Venco #1, L.L.C.
Deluxe Pattern Corporation
P.I.M. Management Company

1. Eighth Amendment.
2. Secretary Certificate and Resolutions of the Borrower, each Guarantor, each Affiliate Guarantor and each Pledgor.
3. Opinions of counsel
 - (a) Borrower and Guarantor's counsel;
 - (b) Principal and Affiliate Guarantor's counsel; and
 - (c) Netherlands and Australian Counsel.
4. Guaranty of Affiliate Guarantors except P.I.M. Management Company and Venco #1, L.L.C.
5. Guaranty of Larry Winget and the Larry J. Winget Living Trust.
6. Guaranty of Venture Sales & Engineering Corp.
7. Guaranty of P.I.M. Management Company.
8. Guaranty of Venco #1, L.L.C.
9. Security Agreement of Affiliate Guarantors except P.I.M. Management Company and Venco #1, L.L.C.
10. Pledge Agreement of Larry Winget and his Living Trust relating to:
 - (a) Affiliate Guarantors except P.I.M. Management Company and Venco #1, L.L.C.;
 - (b) P.I.M. Management Company; and
 - (c) Venco #1, L.L.C.
11. Pledge Agreement of P.I.M. Management Company.
12. Pledge Agreement of Venco, #1, L.L.C.
13. Pledge Agreement of Deluxe Pattern Corporation.
14. Pledge Agreement of P.I.M. Management Company relating to a pledge of shares in Venture Holdings B.V.
15. Australian Pledge Documents relating to a pledge of shares in Venture Asia Pacific Pty Ltd.:
 - (a) Correspondence (due to the fact that dates are relevant) and the Memorandum of Deposit of P.I.M. Management Company and Venco #1, L.L.C.;
 - (b) Correspondence with a certified copy of the Memorandum and Articles of Association of Venture Asia Pacific Pty Ltd. and a deposit letter from Venco #1, L.L.C. and a certified copy of the Memorandum and Articles of Association of Venture Asia Pacific Pty Ltd. and a deposit letter from P.I.M. Management Company;
 - (c) Correspondence with Share Transfer Forms and Share Certificates of P.I.M. Management Company and Venco #1, L.L.C.;
 - (d) Certified Shareholders Resolution for Venture Asia Pacific Pty Ltd. Constitution Amendment; and
 - (e) Letters from Venture Asia Pacific Pty Ltd. accepting appointment as process agent for P.I.M. Management Company and Venco #1, L.L.C.

16. Subordination Agreement of the Affiliate Guarantors except P.I.M. Management Company and Venco #1, L.L.C.
17. Original stock powers and stock certificates.
18. UCC Searches of Affiliate Guarantors and Pledgors.
19. UCC Financing Statements of Affiliate Guarantors and Pledgors.
20. Intellectual Property Searches.
21. Litigation Searches
22. Mortgagee Title Policies.
23. Mortgages from:
 - (a) Affiliate Guarantors (4); and
 - (b) Venture Holdings Corporation relating to 333 Gore Road, Conneaut, Ohio, which Venture Holdings Corporation received title to on February 4, 2003.
24. Landlord Waivers.
25. Environmental Certificate.
26. Financial Statements.
27. Accommodation Agreements of General Motors and Daimler Chrysler.
28. Consent by Lenders to the priming lien under the DIP facility.
29. Signed commitment letter and term sheet for the DIP facility.
30. Post Closing Letter Agreement.
31. Stock Ownership Certificate of Larry Winget.
32. Additional Letter Agreement.
33. Insurance Certificate.
34. Acknowledgement of Venture Mold & Engineering Corporation, Venture Heavy Machinery Limited Liability Company, Venture Automotive Corp., Venco #1, L.L.C. and P.I.M. Management Company.
35. Good Standing Certificates of Affiliate Guarantors.

EIGHTH AMENDMENT TO CREDIT AGREEMENT

THIS EIGHTH AMENDMENT TO CREDIT AGREEMENT, dated as of October 21, 2002 (this "Amendment"), is among Venture Holdings Company LLC, a Michigan limited liability company, as successor Borrower to Venture Holdings Trust under the Credit Agreement (the "Borrower"), the lenders set forth on the signature pages hereof (collectively, the "Lenders"), and Bank One, NA, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the Lenders are parties to a Credit Agreement dated as of May 27, 1999 (as now and hereafter amended, the "Credit Agreement"), pursuant to which the Lenders agreed, subject to the terms and conditions thereof, to extend credit to the Borrower. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

B. The Credit Agreement was amended by a First Amendment to Credit Agreement dated June 4, 1999 (the "First Amendment"), a Second Amendment to Credit Agreement dated June 29, 2000 (the "Second Amendment"), a Third Amendment to Credit Agreement dated March 29, 2002 (the "Third Amendment") and a Fourth Amendment to Credit Agreement dated May 20, 2002 (the "Fourth Amendment"), pursuant to which the parties agreed to modify certain terms and conditions of the extension of credit to the Borrower.

C. On or about May 28, 2002, the Borrower informed the Administrative Agent and the Lenders that the Borrower potentially was in violation of certain covenants set forth in the Credit Agreement, caused by the filing of a preliminary insolvency petition against Venture Germany GmbH, Venture Verwaltungs GmbH and Peguform GmbH & Co. KG (collectively the "German Insolvency Proceeding Subsidiaries"). On or about June 3, 2002, the Borrower informed the Administrative Agent and the Lenders that the Borrower potentially was in violation of certain covenants set forth in the Credit Agreement caused by the failure of the Borrower to pay interest on the 1999 Senior Unsecured Notes and the 1999 Senior Notes on the due date thereof. The Administrative Agent and the Lenders, at the request of the Borrower, waived such potential defaults on a temporary basis under the terms and conditions set forth in a Fifth Amendment to Credit Agreement dated as of June 3, 2002 (the "Fifth Amendment").

D. Prior to the execution of the Fifth Amendment, the Borrower engaged Conway MacKenzie & Dunleavy ("CMD") as business and financial consultants to the Borrower.

E. On June 24, 2002, representatives of the Borrower met with the Lenders and presented to the Lenders the Borrower's comprehensive proposal to address, among other things, the preliminary insolvency petition filed against the German Insolvency Proceeding Subsidiaries. The terms under which such comprehensive proposal would be considered and/or implemented were set forth in a Sixth Amendment to Credit Agreement dated as of June 27, 2002 (the "Sixth Amendment"). Also on June 24, 2002, the Borrower informed the Administrative Agent and the Lenders of the continuation of the potential defaults described in Recital C above. The Administrative Agent and the Lenders, at the request of the Borrower, waived such potential defaults on a temporary basis under the terms and conditions set forth in the Sixth Amendment.

F. The temporary waiver set forth in the Sixth Amendment was due to expire on September 1, 2002. On August 28, 2002, the Borrower informed the Administrative Agent and the Lenders that the preliminary insolvency petition against the German Insolvency Proceeding Subsidiaries had been extended and that the corresponding potential defaults under the Credit Agreement were continuing. The Administrative Agent and the Lenders, at the request of the Borrower, waived such potential defaults on a temporary basis under the terms and conditions set forth in a Seventh Amendment to Credit Agreement dated as of August 28, 2002 (the "Seventh Amendment").

G. The Credit Agreement (as modified by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment), all promissory notes executed by any Borrower in favor of the Administrative Agent and/or the Lenders, and any and all of the Collateral Documents (including without limitation all security agreements, mortgages, guaranties, pledges and other instruments, documents or agreements of any kind evidencing, securing or relating to the indebtedness of the Borrower in favor of the Lenders) are sometimes referred to collectively as the "Loan Documents."

H. On October 1, 2002, the preliminary insolvency petition against the German Insolvency Proceeding Subsidiaries was converted to a formal insolvency proceeding (the "German Formal Insolvency Proceeding"). As a result of such conversion, certain Defaults have occurred under the Credit Agreement as described in Exhibit A annexed hereto (collectively the "Existing Defaults"). The Existing Defaults are continuing as of the date hereof.

I. As a consequence of the Existing Defaults, among other things, (i) all indebtedness owed to the Lenders by the Borrower and all other obligations owed to the Lenders or the Administrative Agent under the Loan Documents are subject to acceleration pursuant to Section 8.1(a) of the Credit Agreement, and (ii) the Lenders have no obligation to advance further loans or credit to the Borrower, pursuant to Section 4.2(i) of the Credit Agreement.

J. Notwithstanding the continuation of the Existing Defaults, the Borrower has requested that the Administrative Agent and the Lenders (a) modify certain terms and conditions set forth in the Credit Agreement, (b) waive the Existing Defaults on a temporary basis, (c) forbear temporarily from exercising remedies available under the Loan Documents or at law or in equity and (d) consent to a priming lien on the assets of the Borrower and its Subsidiaries and Deluxe Pattern Corporation in connection with certain potential future financing arranged by the Administrative Agent, all in order to (i) permit the Borrower an opportunity to develop and implement a restructuring plan and (ii) permit the Borrower to continue to develop and implement a revised business plan and financial strategy that would address, *inter alia*, repayment of the indebtedness owed to the Lenders.

K. As of October 21, 2002, the Borrower is indebted to the Lenders on account of Revolving Credit Loans, Swing Loans and the outstanding face amount of Facility Letters of Credit under the Credit Agreement in the aggregate principal amount of \$174,113,840.22 plus accrued interest.

L. As of October 21, 2002, the Borrower is indebted to the Lenders on account of Term Loans under the Credit Agreement (consisting of Term Loan A, Term Loan B and Term Loan C) in the aggregate principal amount of \$259,275,988.60 plus accrued interest.

M. In addition to the indebtedness described in the foregoing recitals, the Borrower is indebted to the Administrative Agent and the Lenders for certain fees, expenses and costs incurred by or on behalf of the Administrative Agent and the Lenders as provided in the Credit Agreement. In addition

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EXHIBIT A

to other obligations, all the indebtedness, obligations and liabilities described in this Recital M, in the foregoing Recitals K and L and/or otherwise owing under the Loan Documents, are Secured Obligations.

N. The Secured Obligations are unconditionally guaranteed by the Guarantors, subject to any limitations set forth in the applicable Guaranties.

O. The Principal has agreed (i) that each of Venture Heavy Machinery Limited Liability Company, a Michigan limited liability company, Venture Real Estate Acquisition Company, a Michigan corporation, Venture Equipment Acquisition Company, a Michigan corporation, Realven Corporation, a Michigan corporation, Deluxe Pattern Corporation, a Michigan corporation, Venture Real Estate, Inc., a Michigan corporation, Venture Automotive Corp., a Michigan corporation, Farm & Country Real Estate Company, a Michigan corporation, Patent Holding Company, a Michigan corporation, P.I.M. Management Company, a Michigan corporation and Venco #1 LLC, a Michigan limited liability company (collectively the "Affiliate Guarantors") will execute and deliver to the Administrative Agent, for the benefit of itself and the Lenders, unlimited secured guaranties of the Secured Obligations (provided that the guaranties of P.I.M. Management Company and Venco #1 LLC, indirect owners of a majority of the stock of Venture Asia Pacific (Pty) Ltd. ("Venture Australia") and Venture Otto South Africa (Pty) Ltd. ("Venture South Africa"), shall be guaranties of collection only, including following collection efforts with respect to the Guarantors and the other Affiliate Guarantors, and provided, further, that the guaranty of P.I.M. Management Company shall be limited to assets related to Venture Australia, Venture Holdings B.V. and Venture South Africa (collectively the "Foreign Issuers")) and grant liens and security interests in all of their respective assets (and with respect to P.I.M. Management Company and Venco #1 LLC, a pledge their stock and of 65% of the ownership interests in the Foreign Issuers, enforceable only following collection efforts against the Borrower, the Guarantors and the other Affiliate Guarantors and, as to P.I.M. Management Company, limited to the assets related to the Foreign Issuers), each to the maximum extent permitted by applicable law and to the extent not prohibited by existing contractual restrictions; (ii) that the Principal will pledge to the Administrative Agent, for the benefit of itself and the Lenders, 100% of his ownership interest in each of the Affiliate Guarantors and any holding companies for any of such Affiliate Guarantors (such pledge to be limited to any such holding company's interest in the Affiliate Guarantors); and (iii) to cause Venture Sales & Engineering, Corp., a Michigan corporation, to execute a collateral assignment of its commission agreement with the Borrower.

P. To secure payment of the Secured Obligations, including, without limitation, the indebtedness described in the foregoing recitals, the Borrower and each Guarantor have granted to the Administrative Agent, for the benefit of itself and the Lenders, a security interest in, without limitation, all of the Borrower's and such Guarantor's present and future accounts, documents, instruments, general intangibles, investment property, chattel paper, furniture, fixtures, machinery, equipment, inventory and all other property and assets of the Borrower and the Guarantors, including books and records relating thereto and all substitutions, replacements, additions, accessories, products and proceeds thereof, and including a pledge of corporate stock to the extent required under the Credit Agreement and a mortgage of real property, which security interests are duly perfected security interests to the extent that perfection may be obtained by filing under the Uniform Commercial Code.

Q. As a consequence of the Existing Defaults, the Borrower is precluded from making any payments to the holders of Subordinated Indebtedness (if any), and the Borrower has agreed that it shall not make any payments to the holders of any Subordinated Indebtedness.

R. Based upon the foregoing recitals, and without waiving any existing or future rights or remedies which the Administrative Agent and/or the Lenders may have against the Borrower or any Guarantor, the Administrative Agent and the Lenders are willing to amend the terms of the Credit

Agreement and to forbear from exercising remedies available to them at the present time, for a limited period of time, all under the terms and conditions expressly set forth herein.

TERMS

In consideration of the premises and of the mutual agreements herein contained, the parties agree as follows:

ARTICLE 1.
DEFAULT, FORBEARANCE AND RESTRUCTURING PROVISIONS

1.1 Affirmation of Recitals. The Borrower and the Guarantors hereby acknowledge and affirm the accuracy of the foregoing recitals.

1.2 Existing Defaults. The Borrower acknowledges the occurrence of the Existing Defaults and the continuation of such Existing Defaults through the date of this Amendment. As a result of the Existing Defaults, the Borrower acknowledges (i) that all Secured Obligations owed by the Borrower to the Lenders are subject to acceleration, (ii) that the Required Lenders have the right at any time to exercise one or more available remedies and (iii) that the Lenders have no obligation to advance further loans or credit to the Borrower. Also as a result of the Existing Defaults, the Borrower acknowledges that it is precluded from making any payments to the holders of any Subordinated Indebtedness (if any) and the Borrower has agreed not to make any payment related to any Subordinated Indebtedness absent the prior written consent of the Required Lenders (or the Administrative Agent acting with the consent of the Required Lenders).

1.3 Conditions for Forbearance. Subject to strict compliance with the terms and conditions set forth herein, the Lenders agree to forbear from enforcing their rights and remedies based on the Existing Defaults while the Borrower and its consultants implement the Borrower's plan for improvement of the Borrower's financial condition, provided that (i) except to the extent and on the terms set forth expressly herein, the Administrative Agent and the Lenders do not waive the Existing Defaults and (ii) such agreement to forbear shall not create a waiver of the right of the Administrative Agent or the Lenders, upon the occurrence of an Event of Default hereunder or a new Default or Unmatured Default under the Loan Documents, to enforce available rights and remedies at any time, in their sole discretion, in accordance with the Credit Agreement (as modified herein) and the other Loan Documents. Absent an earlier Event of Default, the period during which the Lenders shall forbear is from the Eighth Amendment Effective Date through April 15, 2003 (the "Restructuring Period"). The Lenders' forbearance shall be governed by and subject to the following terms and conditions, and the Borrower and the Guarantors, as applicable, agree to take all actions to cause each of the following to be satisfied:

a. The Borrower shall keep the representatives of the Administrative Agent (including its counsel and advisors) and the Lenders apprised of the Borrower's business and financial operations and of any material discussions and negotiations pertaining to lessors, vendors, suppliers, customers, joint venture partners, acquisition targets or potential purchasers of any business segments or significant assets of the Borrower or any of its Subsidiaries. Information on such matters shall be provided periodically as appropriate and not less frequently than weekly. Commencing immediately upon the Eighth Amendment Effective Date, the Borrower shall use its best efforts to negotiate a comprehensive restructuring plan acceptable to all constituents (including the Administrative Agent and the Lenders).