

**A RESOLUTION AS IT PERTAINS TO THE DMC
INCENTIVE AGREEMENT AND THE ASSIGNMENT THEREOF**

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation has had a request that the Economic Incentive Contract and Loan Agreement originally executed between the PAEDC and Rhorer-Moniotte Investments, L.L.C. d/b/a Desselle-Maggard Corporation (DMC) (as amended and supplemented) be assigned and assumed by DMC, a Delaware Corporation, which is a wholly owned subsidiary of PVI Holdings, Inc., and PVI Holdings, Inc. has agreed to guaranty the obligations of DMC, as delineated in substantially the same forms as attached hereto as Exhibit "A"; and

WHEREAS, it is deemed in the best interests of the citizens to approve the assignment and assumption.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF PORT ARTHUR:**

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council approves the assignment of the Economic Incentive Contract and Loan Agreement between the City of Port Arthur Section 4A Economic Development Corporation and Rhorer-Moniotte Investments, L.L.C. d/b/a Desselle-Maggard Corporation to DMC, a Delaware Corporation, which is a wholly owned subsidiary of PVI Holdings, Inc., as delineated in substantially

the same forms as attached hereto as Exhibit "A".

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the Corporation.

READ, ADOPTED AND APPROVED on this 14th day of October, A.D., 2008, at a Meeting of the City Council of the City of Port Arthur, by the following vote: AYES:

Mayor Prince;
Councilmembers Segler, Albright,
Flood, Beard, Williamson, Wise,
and Henderson.

NOES: None.

J. Prince
MAYOR

ATTEST:

Terri Hanks
TERRI HANKS, ACTING CITY SECRETARY

APPROVED AS TO FORM:

Mrs. Schuler
CITY ATTORNEY

EXHIBIT "A"

ASSIGNMENT AND ASSUMPTION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

Rhorer-Moniotte Investments, L.L.C. d/b/a Desselle-Maggard Corporation (the "Borrower"), is legally obligated to pay the outstanding principal balance set forth in that certain Conditional Commercial Promissory Note (the "Indebtedness" and/or "Note") dated March 8, 2007, in the original principal sum of EIGHT HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$810,000.00), bearing interest at the rate therein specified and payable as therein provided to the order of **City of Port Arthur Section 4A Economic Development Corporation**, an economic development corporation (the "Lender"), said Indebtedness being secured by a Deed of Trust (the "Deed of Trust") of even date therewith and filed for record under County Clerk's File No. 200 7016294 in the Real Property Records of Jefferson County, Texas, reference being made to the Deed of Trust and the record thereof for all purposes, creating liens upon and against certain real property located in Jefferson County, Texas, hereinafter described, together with liens upon the improvements and fixtures therein described, said property being described in **Exhibit "A"**, attached hereto and made a part hereof by this reference (the "Property");

WHEREAS, Borrower is selling certain assets to Desselle-Maggard Corporation ("DMC"), a wholly owned subsidiary of PVI Holdings, Inc. ("PVI");

WHEREAS, Borrower has requested in accordance with the Consent and Estoppel Letter dated October 15, 2008 (the "Consent") attached hereto as **Exhibit "B"** and made a part hereof for all purposes for Lender to release Borrower from the terms, conditions and obligations of that certain Economic Incentive Contract and Loan Agreement between Borrower and Lender dated March 8, 2007, as amended by First Amendment dated April 3, 2008, and as supplemented by First Supplement dated June 30, 2008 (collectively the "Incentive Agreement");

WHEREAS, Lender has agreed to execute the Consent and to provide a release of Borrower from its obligations in consideration of an assignment and assumption of said obligations by DMC, a Delaware corporation, including the operation of the facility located in the City of Port Arthur Section 4A Economic Development Corporation Business Park in Port Arthur, Texas (the "Facility") which Facility is located on the Property herein described in **Exhibit "A"**;

WHEREAS, PVI has agreed by letter agreement attached hereto as **Exhibit "C"** and made a part hereof for all purposes (the "Letter Agreement") to guarantee the performance by DMC of all the obligations assumed by DMC under the Incentive Agreement;

WHEREAS, Lender heretofore executed a Renewal, Extension and Modification Agreement (the "Modification Agreement") subordinating its Deed of Trust lien in favor of a deed of trust lien of Wachovia Bank, N.A. pursuant to a Subordination Agreement in favor of Wachovia Bank, N.A. (the "Subordination Agreement");

WHEREAS, as a part of the sale of assets of Borrower to DMC, the indebtedness of Wachovia Bank, N.A. will be paid in full and that lien discharged; and

WHEREAS, the Deed of Trust lien of Lender described in the Deed of Trust be a first lien on the Property.

NOW, THEREFORE, in consideration of the assignment and assumption herein stated and in further consideration of the Recitals set forth above which are set forth in this Assignment and Assumption Agreement as if fully set forth below, Borrower, Lender, DMC and PVI agree as follows:

The Lender consents to the assignment and assumption of the obligations of Lender under the Incentive Agreement in consideration of the assignment and assumption of said obligations by DMC and the guarantee of such obligations by PVI. Any and all obligations of Lender pursuant to the Subordination Agreement in favor of Wachovia Bank, N.A. as to the Property are released and discharged.

Lender releases and discharges Borrower from its obligations under the Incentive Agreement as specified in **Exhibit "B"**.

In the event of a default under the Incentive Agreement, DMC has executed a Conditional Commercial Promissory Note (the "Indebtedness" and/or "Note") subject to the terms and conditions of the Incentive Agreement, and the existing Conditional Commercial Promissory Note of Borrower shall be cancelled.

DMC hereby agrees to be responsible for its obligations under the new Note which it is executing (which Note will replace the existing Conditional Promissory Note of Borrower) and to assume all of the obligations of Borrower under the Incentive Agreement (the Incentive Agreement, the Note and the Deed of Trust, are collectively referred to herein as the "Security Documents").

Notwithstanding anything contained herein or in any other separate security agreement or other document executed heretofore, herewith or hereafter in connection with or related to this credit obligation (as defined or described in 12 C.F.R. 227, Regulation AA, promulgated by the Federal Reserve Board), the security for this credit obligation shall not extend to any non-possessory security interest in household goods (as defined in said Regulation AA) other than a purchase money security interest, and no waiver of any notice contained herein or therein shall be construed under any circumstances to extend to any waiver of notice prohibited by Regulation AA.

All agreements and transactions between Lender and DMC, whether now existing or hereafter arising, whether contained herein or in any other instrument, and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity of the Indebtedness, prepayment, demand for payment or otherwise, shall the amount contracted for, charged or received by holder herewith from DMC for the use, forbearance, or detention of the principal amount of interest thereon, which remains unpaid from time to time, exceed the maximum amount permissible under applicable law, it particularly being the intention of the parties hereto to conform strictly to the laws of the State of Texas and of the United States of America, whichever is applicable. Any interest payable under the Indebtedness or under any other instrument relating to the loan evidenced hereby that is in excess of the legal maximum under applicable law shall, in the event of acceleration of maturity, prepayment, demand for payment or otherwise, be automatically, as of the date of such acceleration, prepayment, demand or otherwise, applied to a reduction of the principal amount and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of the principal amount, such excess shall be refunded to DMC. To the extent permitted by applicable law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan, all interest at any time contracted for, charged or received from DMC in connection with the loan, so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof.

DMC acknowledges all liens on all collateral security for the repayment of the Indebtedness until the Indebtedness has been fully paid and agrees that its assumption in no manner affect or impair the Indebtedness or the lien or liens securing the same and that such lien or liens shall not in any manner be waived. DMC hereby acknowledges the validity and continuation of the liens in the Security Documents and any security agreements as security for the payment of the Indebtedness as herein modified and rearranged.

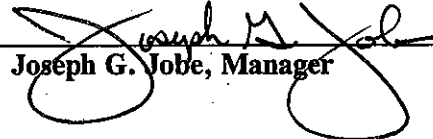
IT IS THE INTENTION OF THE PARTIES THAT THIS ASSUMPTION OF THE INDEBTEDNESS BY DMC SHOULD IN ITS ENTIRETY CONFORM TO THE INDEBTEDNESS. THE PURPOSE OF THIS INSTRUMENT IS SIMPLY TO ACKNOWLEDGE ASSIGNMENT AND ASSUMPTION OF PAYMENT OF THE INDEBTEDNESS AND TO CARRY FORWARD ALL LIENS SECURING THE SAME, WHICH ARE ACKNOWLEDGED BY DMC TO BE VALID AND SUBSISTING, AND DMC FURTHER AGREES THAT ALL TERMS AND PROVISIONS OF THE INDEBTEDNESS AND OF THE INSTRUMENT OR INSTRUMENTS CREATING OR FIXING THE LIEN OR LIENS SECURING THE SAME SHALL BE AND REMAIN IN FULL FORCE AND EFFECT AS THEREIN WRITTEN, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

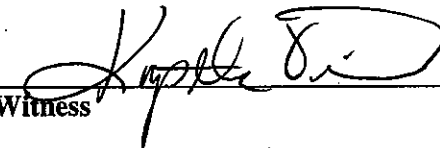
THIS ASSIGNMENT AND ASSUMPTION AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED effective as of October 15, 2008.

BORROWER:

**Rhorer-Moniotte Investments, L.L.C.,
d/b/a Desselle-Maggard Corporation,
a Louisiana limited liability company**

By: 
Joseph G. Jobe, Manager

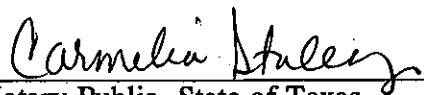

Witness

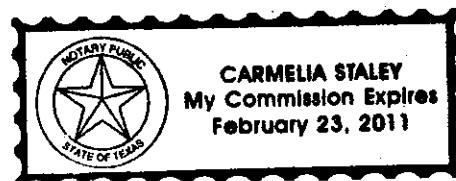
STATE OF TX
COUNTY OF Jefferson

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On this 15th day of October, 2008, before me, a Notary Public in and for said County and State, personally appeared Jobe, Joseph of DMC, who acknowledged that, with due authorization, he did sign the foregoing instrument on behalf of DMC and that the same is his free act and deed individually as such officer and the free act and deed of DMC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.


Notary Public, State of Texas



STATE OF _____

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§
§

COUNTY OF _____

On this _____ day of October, 2008, before me, a Notary Public in and for said County and State, personally appeared _____, _____ of _____, who acknowledged that, with due authorization, he did sign the foregoing instrument on behalf of _____ and that the same is his free act and deed individually as such officer and the free act and deed of _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public, State of Texas

LENDER:

**Port Arthur Section 4A Economic
Development Corporation**

By: *Keith Daws*
President

ATTEST:

Donna Green
Secretary

STATE OF TEXAS

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COUNTY OF JEFFERSON

On this 15th day of October, 2008, before me, a Notary Public in and for said County and State, personally appeared Keith Daws, President of the **City of Port Arthur Section 4A Economic Development Corporation**, who acknowledged that, with due authorization, he did sign the foregoing instrument on behalf of the PAEDC and that the same is his free act and deed individually as such officer and the free act and deed of the PAEDC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Carmelia Staley
Notary Public, State of Texas

STATE OF TEXAS

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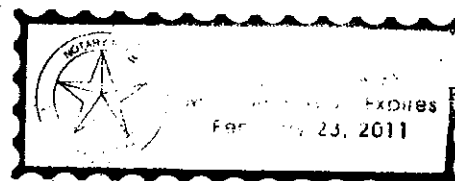
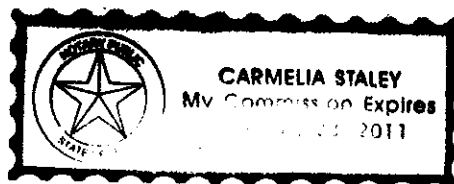
COUNTY OF JEFFERSON



On this 15th day of October, 2008, before me, a Notary Public in and for said County and State, personally appeared Donna Green, Secretary of the **City of Port Arthur Section 4A Economic Development Corporation**, who acknowledged that, with due authorization, she did sign the foregoing instrument on behalf of the PAEDC and that the same is her free act and deed individually as such officer and the free act and deed of the PAEDC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Carmelia Staley
Notary Public, State of Texas



Desselle-Maggard Corporation

By: Joseph D. Jobe
Its: CEO

Kynthia V. [Signature]
Witness

STATE OF TX
COUNTY OF Jefferson

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On this 15th day of October, 2008, before me, a Notary Public in and for said County and State, personally appeared Jobe, Joseph of Desselle-Maggard Corporation, a Delaware corporation, who acknowledged that, with due authorization, he did sign the foregoing instrument on behalf of DMC and that the same is his free act and deed individually as such officer and the free act and deed of DMC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Carmelia Staley
Notary Public, State of Texas

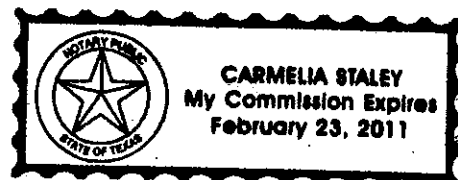
STATE OF TX
COUNTY OF Jefferson

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On this 15th day of October, 2008, before me, a Notary Public in and for said County and State, personally appeared Jobe, Joseph of Desselle-Maggard Corporation, who acknowledged that, with due authorization, he did sign the foregoing instrument on behalf of DMC and that the same is his free act and deed individually as such officer and the free act and deed of DMC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Carmelia Staley
Notary Public, State of Texas



PVI Holdings, Inc.

By:

Its:

Joseph D. John
CEO

Kyle R. [Signature]

Witness

STATE OF

TX

COUNTY OF

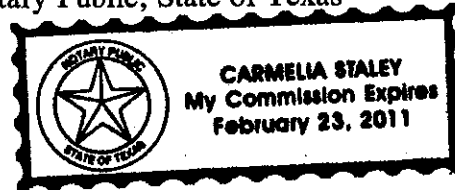
Jefferson

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On this 15 day of October, 2008, before me, a Notary Public in and for said County and State, personally appeared John, Joseph of PVI Holdings, Inc., who acknowledged that, with due authorization, he did sign the foregoing instrument on behalf of PVI and that the same is his free act and deed individually as such officer and the free act and deed of PVI.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Carmelia Staley
Notary Public, State of Texas



STATE OF

COUNTY OF

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On this _____ day of October, 2008, before me, a Notary Public in and for said County and State, personally appeared _____ of PVI Holdings, Inc., who acknowledged that, with due authorization, he did sign the foregoing instrument on behalf of PVI and that the same is his free act and deed individually as such officer and the free act and deed of PVI.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public, State of Texas

EXHIBIT "A"

Exhibit "A"

Legal Description

BEING a 10.00 acre tract or parcel of land, a portion of Block 3 of the PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION BUSINESS PARK SUBDIVISION as recorded in Clerk's File No. 2005044721 of the Official Public Records of Real Property, County Clerk's Office, Jefferson County, Texas, as situated in and a part of the William McFaddin Survey, Abstract No. 416 of said County and being more particularly described by metes and bounds as follows:

For locative purposes, commence at a point located on the Westerly line of Spur 93 (aka West Port Arthur Road) marking the Southeast corner of said Business Park Subdivision;

THENCE North 27 deg., 30 min., 14 sec., West, along the said Westerly right of way line of Spur 93 a distance of 813.06 feet to a point located at the intersection of the North line of South Business Park Drive with the said Westerly right of way line of Spur 93 marking the Southeast corner of said Block 3;

THENCE South 37 deg., 29 min., 18 sec., West, along said North right of way line a distance of 111.22 feet to an angle point for corner,

THENCE South 86 deg., 11 min., 09 sec., West continuing along said North right of way line a distance of 61.62 feet to a 1/2" steel rod with cap marked Arceneaux & Gates set located on the Westerly line of a landscape easement per said Business Park plat marking the Southeast corner and PLACE OF BEGINNING of the herein described tract of land;

THENCE South 86 deg., 11 min., 09 sec., West, continuing along said North right of way line with the South line of said Block 3 and this tract a distance of 76.88 feet to a 1/2" steel rod with cap marked Arceneaux & Gates set marking an angle point for corner and point of Curvature of a curve to the right;

THENCE continuing along said North right of way line and South line of Block 3 with the South line of this tract and said curve to the right having a radius of 485.00 feet, a central angle of 03 deg, 48 min, 51 sec., an arc distance of 32.29 feet, a chord distance of 32.28 feet and a chord bearing of South 88 deg., 05 min., 32 sec., West, to a 1/2" steel rod with cap marked Arceneaux & Gates set marking an angle point for corner and point of tangency of said curve;

THENCE West (reference bearing) continuing along said North right of way line and South line of Block 3 with the South line of this tract a distance of 694.03 feet to a 1/2" steel rod with cap marked Arceneaux & Gates set marking the Southwest corner of the herein described tract of land;

THENCE North, departing said North right of way line along the West line of this tract a distance of 591.66 feet to a 1/2" steel rod with cap marked Arceneaux & Gates set located on the North line of said Block 3 and South line of Block 7 marking the Northwest corner of the herein described tract of land;

THENCE East along the common line of said Block 3 and Block 7 with the North line of this tract a distance of 601.10 feet to a 1/2" steel rod with cap marked Arceneaux & Gales set located on the Westerly line of a 10 feet wide pipeline easement and said landscape easement marking the Northeast corner of the herein described tract of land;

THENCE South 27 deg., 30 min., 14 sec., East along the Northeasterly line of this tract and westerly line of said pipeline and landscape easements a distance of 435.78 feet to a 1/2" steel rod with cap marked Arceneaux & Gates set marking an angle point for corner of said landscape easement and the herein described tract of land;

THENCE South 00 deg, 11 min., 19 sec, East, along the West line of said landscape easement with the East line of this tract a distance of 198.94 feet to the Southeast corner and PLACE OF BEGINNING and containing in area 435,600 square feet or 10.00 acres of land, more or less.

EXHIBIT "B"

October 15, 2008

Mr. Floyd Batiste
Chief Executive Officer
Port Arthur Economic Development Corporation
4173 39th Street
Port Arthur, Texas 77642

Re: City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") - Economic Incentive Contract and Loan Agreement with Rhorer-Moniotte Investments, LLC d/b/a Desselle-Maggard Corp. ("DMC") dated March 8, 2007, as amended by First Amendment dated April 3, 2008, and as supplemented by First Supplement dated June 30, 2008 (collectively the "Agreement") concerning real property and improvements thereon located in Jefferson County, Texas, more particularly described on Exhibit "A" attached hereto ("Property").

Dear Mr. Batiste:

As you know, the assets of DMC are being acquired by Desselle-Maggard Corporation, a Delaware corporation ("Purchaser") from Rhorer-Moniotte Investments, L.L.C., a Louisiana limited liability company, d/b/a Desselle-Maggard Corporation ("Seller"). Purchaser is a subsidiary of PVI, Inc., a Delaware corporation. Consent is requested of the PAEDC for the proposed asset sale ("Transaction"). The Transaction will close on or about October 15, 2008 (the actual date of Closing the "Closing Date").

In accordance with paragraph 26 of the Agreement, PAEDC hereby acknowledges receipt of written notice of the Transaction, and hereby consents to the assignment of the Agreement to Purchaser and the assumption of by Purchaser of Seller's obligations under the Agreement. PAEDC also acknowledges and agrees that as of the date hereof:

1. There have been no additional amendments or modifications, written or otherwise, to the Agreement, except as set forth above.
2. Seller is in full compliance with all of the terms and conditions of the Agreement, including but not limited to all financial and performance obligations, set forth therein.
3. The next Status Report (as that term is defined in the Agreement) due pursuant to the Agreement is due on or before December 31, 2008, for the period from June 1, 2008 to November 30, 2008.
4. Seller is hereby released from and relieved of any and all further obligations under the Agreement, the Second Lien Deed of Trust (hereinafter defined) and the payment and performance of any notes and obligation arising under, or referenced in the Second Lien Deed of Trust.

5. That certain Deed dated May 6, 2008, executed by the PAEDC to Lockwood Holdings, Inc., recorded under Clerk's File No. 2008017115, Official Public Records of Jefferson County, Texas, does not affect the Property in any manner.
6. The Agreement refers in both the Executive Summary and Section 5(a)(4) to a proposed \$2,000,000.00 loan from the Grow Port Arthur Fund to Seller. That proposed loan was to be secured by a Deed of Trust ("First Lien Deed of Trust") that is referred to in that certain Deed of Trust dated April 18, 2007, executed by Seller to Guy Goodson, Trustee, for the benefit of the PAEDC, and recorded under Clerk's File No. 2007016294, Official Public Records of Jefferson County, Texas ("Second Lien Deed of Trust") as a prior lien, as follows: *"Deed of Trust, dated _____, 2007, and recorded at _____, for the benefit of the Grow Port Arthur Fund, which Deed of Trust shall be senior in priority to the within Deed of Trust up to the amount of \$2,000,000.00"*. The proposed \$2,000,000.00 loan from the Grow Port Arthur Fund and/or PAEDC to Seller was never made, the First Lien Deed of Trust was never executed, and the Second Lien Deed of Trust is the only lien that the PAEDC has on the Property.
7. Those certain documents (i) Covenant and Restrictions for the Port Arthur Business Park dated November 30, 2005 and recorded under Clerk's File No. 2006003269, Official Public Records of Jefferson County, Texas ("Restrictions") and (ii) Amendment No. 1 To Covenants and Restrictions for the Port Arthur Business Park dated April 30, 2007 and recorded under Clerk's File No. 2007017117, Official Public Records of Jefferson County, Texas ("Amended Restrictions") affect the Property. With regard to those documents:
 - a. There exists no default on the part of Seller under either the Restrictions or the Amended Restrictions.
 - b. The construction timetable set forth in the Conditions of Sale in the Restrictions has been fully achieved by Seller, and the PAEDC has no option to purchase the Property.
 - c. The PAEDC hereby consents to the transfer of the Property from Seller to Purchaser as required by the Conditions of Sale in the Restrictions.
 - d. There is no Letter of Credit held by the PAEDC under the requirements of Section (k) of the Amended Restrictions.

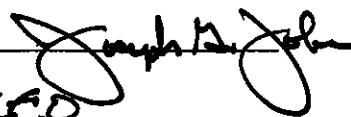
As of the Closing Date, Purchaser hereby assumes all obligations of DMC under the Agreement and the Second Lien Deed of Trust, including but not limited to all financial and performance obligations set forth therein.

This Letter Agreement may be executed in multiple counterparts.

Signature Page Follows

Purchaser

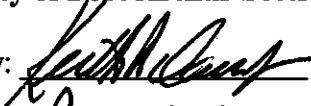
Desselle-Maggard Corporation,
a Delaware corporation

By: 
Its: CEO

PAEDC

Acknowledged and Agreed to this 15th day of October, 2008.

City of Port Arthur Section 4A Economic Development Corporation

By: 
Its: President

EXHIBIT

C

Mr. Floyd Batiste
Chief Executive Officer
Port Arthur Economic Development Corporation
4173 39th Street
Port Arthur, Texas 77642

October __, 2008

Re: Incentive Contract and Loan Agreement (PAEDC)

Reference is made to that certain Economic Incentive Contract and Loan Agreement between the City of Port Arthur Section 4A Economic Development Corporation and Rhorer-Moniette Investments, L.L.C. d/b/a Desselle-Maggard Corporation ("RMI"), dated March 8, 2007 (the "Incentive Agreement").

Desselle-Maggard Corporation, a Delaware corporation (the "Purchaser"), will be acquiring assets from RMI which are used or useful by the RMI in connection with the operation of its business, including the facility located in Port Arthur ("Facility").

As part of the acquisition transaction:

1. RMI is conveying to Purchaser by General Warranty Deed the real property and improvements thereon comprising the Facility and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes ("Real Property"). Such conveyance is made by RMI and accepted by Purchaser subject to that certain Deed of Trust to Guy Goodson, Trustee, for the benefit of the PAEDC, dated April 18, 2007 and recorded under Clerk's file # 2007016294 of the Official Public Records of Jefferson County, Texas. Such Deed of Trust is a lien on the Real Property.
2. RMI is conveying to Purchaser by a global Bill of Sale all personal property used in connection with the ownership and operation of the Facility.
3. RMI is assigning to Purchaser by a global Assignment Agreement all of RMI's rights and obligations under all contracts in effect with regard to such Facility as of the date of closing, including but not limited to the Incentive Agreement.

Upon consummation of the acquisition transaction, Purchaser hereby agrees to assume, without any further action being required of it, all of RMI's covenants and obligations under the Incentive Agreement, including, without limitation, all of the Promised Performance of RMI set forth in Section 5 of the Incentive Agreement in accordance with the Schedule of Performance goals set forth in Section 7 of the Incentive Agreement.

DESSELLE-MAGGARD CORPORATION
A Delaware corporation

By: _____
Name: Peter Osterman
Title: President

Purchaser is a wholly owned subsidiary of PVI Holdings, Inc., a Delaware corporation ("PVI"). PVI hereby agrees to guaranty the performance by Purchaser of all of the obligations assumed by Purchaser above under the Incentive Agreement.

PVI HOLDINGS, INC.
A Delaware corporation

By: _____
Name: Cees Drogendijk
Title: President

CONDITIONAL COMMERCIAL PROMISSORY NOTE

Port Arthur, Texas

This Conditional Commercial Promissory Note becomes effective on the date when Desselle-Maggard Corporation ("DMC"), a Delaware corporation, (hereinafter called "Maker") breaches that certain Economic Incentive Contract and Loan Agreement between the City of Port Arthur Section 4A Economic Development Corporation (hereinafter called "Lender") and Rhorer-Moniotte Investments, L.L.C. d/b/a Desselle-Maggard Corporation, dated February 14, 2007, which Agreement has been assigned by Rhorer-Moniotte Investments, L.L.C. to DMC pursuant to an Assignment and Assumption Agreement dated on or about October 15, 2008.

Effective Date of Note: the _____ day of _____, 20__ ("date of breach")

Principal Amount: \$ _____, which is \$810,000 minus the incentive credits earned by Maker according to that certain Economic Incentive Contract and Loan Agreement (described hereinbefore).

Term of the Loan: Three years from the Effective Date of Note.

Payment Schedule: Monthly until principal is paid fully.

FOR VALUE RECEIVED, the undersigned "Maker", promises to pay to Lender, at its office at P.O. Box 1089, Port Arthur, Texas, 77640-1089, or such other place or places as the holder hereof shall from time to time designate in written notice to Maker, the principal amount, in legal and lawful money of the United States of America, together with interest thereon from the date hereof until maturity at the rate of ten percent (10%) per annum as detailed herein.

All past due principal and interest shall bear interest from date of maturity until paid at the rate of fifteen percent (15%) per annum, not to exceed the maximum rate allowed by law as may hereafter be in effect, payable on demand after maturity.

This note is due and payable as follows: Thirty-six (36) equal monthly installments of principal and interest on the fifteenth of each month, starting on the month immediately following the Effective Date of Note.

Any notices required or permitted to be given by the holder hereof to Maker pursuant to the provisions of this note shall be in writing and shall be either personally delivered or transmitted by first class United States mail, addressed to Maker at the address designated below for receipt of notice (or at such other address as Maker may, from time to time, designate in writing to the holder hereof for receipt of notices hereunder). Any such notice personally delivered shall be effective as of the date of delivery, and any notice transmitted by mail, in accordance with the foregoing provisions, shall be deemed to have been given to and received by Maker as of the date on which such notice was deposited with the United States Postal Service, properly addressed and with postage prepaid.

This note is also secured by and entitled to the benefits of all other security agreements, pledges, collateral assignments, deeds of trust, guaranties, mortgages, assignments, and lien instruments, if any, of any kind executed by Maker or by any other party as security for any loans owing by Maker to the Lender. Such lien instruments shall include those executed simultaneously herewith, those heretofore executed, and those hereafter executed.

If any installment or payment of principal or interest of this note is not paid when due or any drawer, acceptor, endorser, guarantor, surety, accommodation party or other person now or hereafter primarily or secondarily liable upon or for payment of all or any part of this note (each hereinafter called an "other liable party") shall die, or become insolvent (however such insolvency may be evidenced); or if any proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be resorted to or commenced against Maker or any other liable party, or with respect to any property of any of them; or if any governmental authority or any court at the instance thereof shall take possession of any substantial part of the property of or assume control over the affairs or operations of, or a receiver shall be appointed for or take possession of the property of, or a writ or order of attachment or garnishment shall be issued or made against any of the property of Maker or any other liable party; or if any indebtedness for which Maker or any other liable party is primarily or secondarily liable shall not be paid when due or shall become due and payable by acceleration of maturity thereof, or if any event or condition shall occur which shall permit the holder of any such indebtedness to declare it due and payable upon the lapse of time, giving of notice or otherwise; or if Maker or any other liable party (if other than a natural person) shall be dissolved, wound up, liquidated or otherwise terminated, or a party to any merger or consolidation without the written consent of Lender; or if Maker or any other liable party shall sell substantially all or an integral portion of its assets without the written consent of Lender; or if Maker or any other liable party fails to furnish financial information requested by Lender; or if Maker or any other liable party furnishes or has furnished any financial or other information or statements which are misleading in any respect; or if a default occurs under any instrument now or hereafter executed in connection with or as security for this note; or any event occurs or condition exists which causes Lender to in good faith deem itself insecure or in good faith believe the prospect of payment or performance by Maker or any other liable party under this note, under any instrument or agreement executed in connection with or as security for this note, or under any other indebtedness of Maker or any other liable party to Lender is impaired; thereupon, at the option of Lender, the principal balance and accrued interest of this note and any and all other indebtedness of Maker to Lender shall become and be due and payable forthwith without demand, notice of default, notice of acceleration, notice of intent to accelerate the maturity hereof, notice of nonpayment, presentment, protest or notice of dishonor, all of which are hereby expressly waived by Maker and each other liable party. Lender may waive any default without waiving any prior or subsequent default.

If this note is not paid at maturity whether by acceleration or otherwise, and is placed in the hands of any attorney for collection, or suit is filed hereon, or proceedings are had in probate, bankruptcy, receivership, reorganization, arrangement or other legal proceedings for collection hereof, Maker and each other liable party agree to pay Lender its collection costs, including court costs and a reasonable amount for attorney's fees.

It is the intention of Maker and Lender to conform strictly to applicable usury laws. Accordingly, if the transaction contemplated hereby would be usurious under applicable law, then, in that event, notwithstanding anything to the contrary herein or in any agreement entered into in connection with or as security for this note, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this note or under any of the other aforesaid agreements or otherwise in connection with this note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited on this note by the holder hereof (or, if this note shall have been paid in full, refunded to Maker); (ii) in the event that maturity of this note is accelerated by reason of an election by the holder hereof resulting from any default hereunder or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount allowed by applicable law, and excess interest, if any, provided for in this note or otherwise shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore prepaid, shall be credited on this note (or if this note shall have been paid in full, refunded to Maker); and (iii) all calculations of the rate of interest taken, reserved, contracted for, charged or received under this note or under any of the other aforesaid agreements or otherwise in connection

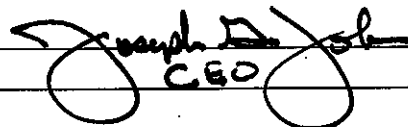
with this note, that are made for the purpose of determining whether such rate exceeds the maximum lawful rate shall be made, to the extent permitted by applicable law, by amortizing, prorating, allocating, and spreading such interest over the entire term of the loan evidenced by this note(including all renewal and extended terms).

Maker may prepay all or any part of the principal of this note before maturity without penalty. No partial prepayment shall reduce, postpone or delay the obligation of Maker to continue paying the installments herein provided on their respective due dates following any such partial prepayment until this note is fully paid.

The Maker shall be directly and primarily liable for the payment of all sums called for hereunder; and, except for notices specifically required to be given by the holder hereof to Maker pursuant to the earlier provisions of this note, Maker and each other liable party hereby expressly waive demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intention to accelerate maturity, notice of acceleration of maturity, and all other notice, filing of suit and diligence in collecting this note or enforcing or handling any of the security therefore, and do hereby agree to any substitution, exchange or release, in whole or in part, of any security here-for or the release of any other liable party, and do hereby consent to any and all renewals or extensions from time to time, of this note, or any part hereof, either before or after maturity, all without any notice thereof to any of them and without affecting or releasing the liability of any of them. Each holder hereof, in order to enforce payment of this note by any other liable party, shall be required to first institute suit or exhaust its remedies against Maker and to enforce its rights against any security therefore prior to enforcing payment of this Note by any other liable party.

SIGNED AND AGREED TO on the 15th day of OCTOBER, 2008.

Desselle-Maggard Corporation,
a Delaware corporation

By: 
Its: CEO

ACKNOWLEDGEMENT

THE STATE OF TEXAS

*

COUNTY OF JEFFERSON

*

BEFORE ME, THE UNDERSIGNED Notary Public, on this day personally appeared Joseph Jobe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of Desselle-Maggard Corporation ("DMC"), a Delaware corporation, for the purposes and consideration therein expressed, and the Capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of October, 2008.

Carmelia Staley
Notary Public, State of Texas



MAKERS' ADDRESS FOR RECEIPT OF NOTICE.

Desselle-Maggard Corporation
19151 Highland Road
Baton Rouge, Louisiana 70809

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT, dated as of _____, 2008 (the "Guaranty"), is made between the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC"), a corporation validly existing under its Charter and the constitution and laws of the State of Texas, and PVI Holdings, Inc. (the "Guarantor"), a business corporation duly organized and validly existing under the laws of Delaware. Capitalized terms used in this Guaranty and not defined otherwise are used herein as defined in the Economic Incentive Contract and Loan Agreement, dated February 14, 2007 (the "Incentive Agreement"), between the PAEDC, as grantor, and Rhorer-Moniotte Investments, L.L.C. d/b/a Desselle-Maggard Corporation, a Louisiana limited liability company (the "RMI"). Those definitions are incorporated in this Guaranty by reference.

RECITALS:

A. Upon the terms and conditions set forth in the Incentive Agreement, the PAEDC has conveyed certain real property to RMI and made certain financial grants to RMI to construct a building and to undertake business operations in the City of Port Arthur Section 4A Economic Development Corporation Business Park (the "Project"), and RMI agreed to provide certain employment and economic opportunities to the residents of Port Arthur, Texas.

B. On or about the ____ day of October, 2008, operating assets of RMI including those constituting the Project were sold to Desselle-Maggard Corporation, a Delaware corporation ("DMC").

C. DMC has requested, and the PAEDC has agreed to allow an assignment by RMI and the assumption by DMC of the Incentive Agreement by DMC with concurrent obligation of DMC to meet all the covenants, conditions and obligations in the Incentive Agreement due to PAEDC, as grantor.

D. In order to enhance the security of the PAEDC that the benefits under the Incentive Agreement will inure to the benefit of the residents of Port Arthur, Texas, the Guarantor is willing, in this Guaranty, to guaranty the obligations of DMC as the grantee under this Agreement. DMC is hereinafter referred to in this Guaranty as the Grantee.

E. PAEDC affirms that RMI has completed all of its duties and obligations under the Incentive Agreement prior to the date of this Guaranty.

F. The PAEDC and the Guarantor each have full right and lawful authority to enter into this Guaranty and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, in consideration of the premises and representations and agreements hereinafter contained and subject to the terms hereof, and for other good and valuable consideration, the receipt of which is acknowledged hereby, the Guarantor agrees with the PAEDC as follows:

ARTICLE I **REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR**

The Guarantor represents and warrants as follows:

- (a) The Guarantor has full corporate power under applicable law and its articles of incorporation and bylaws, each as amended to date, to enter into, observe and perform all covenants, agreements and obligations on its part hereunder.

- (b) The Guarantor has authorized the signing and delivery of this Guaranty by all necessary and proper corporate action.
- (c) The signing, delivery, observance and performance by the Guarantor of this Guaranty and the Guarantor's covenants, agreements and obligations hereunder do not, and will not, (i) violate any law now existing, (ii) contravene or constitute a default under any agreement, indenture, trust agreement or understanding to which the Guarantor is a party or by which it or its property may be bound, or (iii) contravene any provision of the Guarantor's articles of incorporation or bylaws, each as amended to date.
- (d) This Guaranty is, in the estimation of the Guarantor, desirable to promote the best interests and further the mission of the Guarantor.

ARTICLE II.

COVENANTS AND GUARANTEES

Section 2.1. The Guarantor hereby absolutely and unconditionally guarantees to the PAEDC at any time:

- (a) the full and prompt performance of all covenants, agreements and obligations of the Grantee under the Incentive Agreement, and
- (b) the payment of all principal, interest and other sums due, whether by acceleration or otherwise, together with all late charges, disbursements, expenses, and deficiencies pursuant to that certain Conditional Commercial Promissory Note made by the Grantee to the PAEDC as of even date herewith (collectively the "Guaranteed Debt") together with the performance of Grantee's obligations under the Incentive Agreement and the documents listed as Exhibits "A" through "F" to the Incentive Agreement as follows:

| | |
|--------------------|---|
| Exhibit "A" | Commercial Promissory Note for Conditional Grant |
| Exhibit "B" | Deed of Trust |
| Exhibit "C" | Special Warranty Deed |
| Exhibit "D" | Business Park Covenants and Restrictions |
| Exhibit "E" | Certification Regarding Lobbying |
| Exhibit "F" | Compliance Statement |

- (c) the full and prompt payment of all reasonable and necessary out-of-pocket expenses and charges, including without limitation, to the extent permitted by law, reasonable attorneys' fees and expenses, paid or incurred by the PAEDC acting as Grantor under the Incentive Agreement and in realizing any of the payments guaranteed hereby or in enforcing this Guaranty.

The Guarantor will pay all payments in lawful money of the United States of America. Each default in payment of any amount payable hereunder shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

Section 2.2. The Guarantor's covenants, agreements and obligations under this Guaranty are absolute and unconditional, are a present, and shall be a continuing, guaranty of performance and payment and not collectibility, and shall remain in full force and effect until all covenants, agreements and obligations of the Grantee under the Incentive Agreement have been performed or met, and all other amounts payable hereunder shall have been paid or provision shall have been made therefor to the satisfaction of the PAEDC.

The obligations of the Guarantor described in the preceding paragraph shall not be amended, modified or impaired upon the happening of any event, including without limitation, any of the following, regardless of whether there is notice to or consent of the Guarantor with respect thereto:

- (a) the failure to give notice to the Guarantor of the occurrence of a default under this Guaranty or a default under the Incentive Agreement, except as provided specifically in this Guaranty;
- (b) the extension of the time for observance or performance of any covenant, agreement or obligation under this Guaranty or the Incentive Agreement, or the extension or the renewal of any extension;
- (c) the modification or amendment of any covenant, agreement or obligation under the Incentive Agreement other than in connection with amounts guaranteed hereby;
- (d) the taking or the omission of any action under this Guaranty or the Incentive Agreement;
- (e) any failure, omission or delay on the part of the PAEDC to enforce, assert or exercise any right, power or remedy conferred on the PAEDC under this Guaranty or the Incentive Agreement, or any act or omission on the part of the PAEDC at any time;
- (f) the dissolution or liquidation of the Guarantor or any failure by the Guarantor to vacate promptly any execution, garnishment or attachment of such consequence that it will impair the Guarantor's ability to observe and perform its covenants, agreements and obligations under any agreement, contract or other instrument or document to which it is a party or by which it or its property is or may be bound; provided that the term "dissolution or liquidation," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Guarantor resulting either from a merger or consolidation of the Guarantor into or with another Person, or from a dissolution or liquidation of the Guarantor following a transfer of all or substantially all of its assets as an entirety;
- (g) to the extent permitted by law, the occurrence of any of the following:
 - (1) the admission by the Guarantor in writing of its inability to pay its debts generally as they become due,
 - (2) the entering of an order for relief in any case commenced by or against the Guarantor (except cases commenced by the Guarantor against third parties) under federal bankruptcy law, as in effect from time to time,
 - (3) a general assignment by the Guarantor for the benefit of creditors, or
 - (4) the appointment of a receiver for the Guarantor or for the whole or any substantial part of its property;
- (h) the default or failure of the Guarantor to observe or perform fully any of its covenants, agreements or obligations under this Guaranty or any other agreement, contract or other instrument or document to which it is a party or by which it or its property is or may be bound;

Section 2.3. In the event of any default of the obligations of DMC under the Incentive Agreement or in the event of breach of any of the representations of or warranties of DMC in the Incentive Agreement and following any notice and opportunity to cure provided for in the Incentive Agreement, PAEDC may at its sole option, terminate the Incentive Agreement in whole or in part. In the event of such termination,

PAEDC may, at its sole option, utilize one or more of the following actions to resolve or remedy said default:

- (a) Declare the Conditional Commercial Promissory Note executed in conjunction with the Incentive Agreement immediately effective. If DMC defaults on the Conditional Commercial Promissory Note, then the PAEDC may exercise its default remedies provided under Deed of Trust attached as Exhibit "B" to the Incentive Agreement ("Deed of Trust");
- (b) Exercise any remedies provided under the Incentive Agreement or within the Deed of Trust;
- (c) Withhold, whether temporarily or otherwise, disbursement of PAEDC funds pending correction of the default or deficiency(s) by DMC;
- (d) Disallow all or a part of the incentives which are not in compliance with the terms and conditions of the Incentive Agreement or in compliance with the representations and warranties of DMC contained within the Incentive Agreement;
- (e) Withhold and/or disallow further PAEDC incentives to DMC; and
- (f) Exercise any and all other remedies that may be legally available to the PAEDC, under the laws of the State of Texas and as authorized by the terms and conditions of the Incentive Agreement.

Section 2.4. If there is a default by the Grantee under the Incentive Agreement or the Conditional Commercial Promissory Note made by the Grantee thereunder, the PAEDC shall proceed first against the Grantee, but is not required to exhaust its remedies against the Grantee and its security or other rights in the collateral of the Grantee, prior to resorting to any remedy of the PAEDC as to the Guarantor; however, Guarantor will pay all reasonable and necessary out-of-pocket costs, expenses and fees (including without limitation, to the extent permitted by law, all court costs, attorneys' fees, expenses, prejudgment interest and post-judgment interest) that the PAEDC incurs in the process of exercising its remedies against Grantee, to comply with this section. If Guarantor finds that further action against Grantee is futile, Guarantor may request in writing that PAEDC halt executing remedies against Grantee, after which PAEDC may proceed with remedies against Guarantor.

Section 2.5. The Guarantor covenants and agrees to pay all reasonable and necessary out-of-pocket costs, expenses and fees (including without limitation, to the extent permitted by law, all court costs and attorneys' fees) that may be incurred by the PAEDC in enforcing or attempting to enforce this Guaranty, whether by suit or otherwise, following any default on the part of the Guarantor under this Guaranty.

Section 2.6. The Guarantor covenants and agrees that, so long as the Incentive Agreement is in effect, the Guarantor will preserve and will keep in full force and effect its corporate existence.

Section 2.7.

- (a) The failure of the Guarantor to abide by or to observe or perform any covenant, agreement or obligation hereunder in any material adverse respect or any inaccuracy in any material adverse respect of any representation or warranty herein, shall constitute a default hereunder.
- (b) The occurrence of any of the following shall also constitute a default hereunder:
 - (i) the admission by the Guarantor in writing of its inability to pay its debts generally as they become due;

- (ii) the entering of an order for relief in any case commenced by or against the Guarantor (except any case commenced by the Guarantor against a third party) under federal bankruptcy law, as in effect from time to time;
- (iii) a general assignment by the Guarantor for the benefit of creditors;
- (iv) the appointment of a receiver for the Guarantor or for the whole or any substantial part of its property; or
- (v) the dissolution or liquidation of the Guarantor or the failure by the Guarantor to vacate within 90 days any execution, garnishment or attachment of such a consequence that it will impair the Guarantor's ability to carry out its covenants, agreements and obligations hereunder. The term "dissolution or liquidation of the Guarantor," as used in this clause, shall not be construed to include the cessation of the corporate existence of the Guarantor resulting either from a merger or consolidation of the Guarantor into or with another Person, or from a dissolution or liquidation of the Guarantor following a transfer of all or substantially all of its assets as an entirety, in accordance with the Incentive Agreement.

The declaration of a default hereunder and the exercise of remedies upon the declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding the declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

- (c) If the default hereunder shall consist of the breach in any material adverse respect of any of the covenants, agreements or obligations of the Guarantor under Section 2.1, or if any default shall occur under Section 2.7(b), upon written demand by the PAEDC, the Guarantor shall (i) cause any such covenant, agreement or obligation to be performed or met and (ii) pay forthwith, or make provision for payment, to the PAEDC without further demand or notice and regardless of whether there has been any other default or event of default under the Incentive Agreement, the amount due and payable under the Incentive Agreement and the Guaranty.

In the event that the Guarantor shall be required to make payment to the PAEDC as described in the preceding paragraph, in addition to that payment, the Guarantor shall (i) cause any such covenant, agreement or obligation to be performed or met and (ii) pay to the PAEDC any further amount that is necessary to cover (i) the reasonable and necessary out-of-pocket costs and expenses of collection, including reasonable compensation to the PAEDC, its agents and, to the extent permitted by law, the PAEDC's attorneys and counsel, and (ii) any reasonable and necessary out-of-pocket expenses or liabilities incurred by the PAEDC hereunder.

- (d) In the case of a default hereunder, other than under Section 2.7(b) or arising as a result of a breach of Section 2.1, the PAEDC upon obtaining knowledge of such default shall promptly give the Guarantor written notice of the default at the Guarantor's Notice Address, by registered or certified mail, postage prepaid, return receipt requested, and if the default continues unremedied for 30 days following the giving of the notice, the PAEDC shall have the rights, remedies and powers, and the Guarantor shall make the payments, described in Section 2.7(c); provided, however, that if the default (other than a default under Section 2.7(b) or arising as a result of a breach of Section 2.1) can be remedied but not within that period, that failure shall not constitute a default, so long as the Guarantor is taking appropriate corrective action as permitted under the Incentive Agreement.

Section 2.8. Rights, remedies and powers under this Guaranty may be exercised, either separately or cumulatively, in the event of one or more defaults under this Guaranty.

ARTICLE III.
NOTICE AND SERVICE OF PROCESS, PLEADINGS AND OTHER PAPERS

Section 3.1. Guarantor agrees that so long as the Incentive Agreement remains in full force and effect, Guarantor consents to the service of all process, pleadings, notices or other papers that may be served upon the Guarantor as a result of any of its covenants, agreements and obligations under this Guaranty, by delivery thereof by hand or by a recognized overnight courier to Guarantor, with the attention of each of:

PVI Holdings, Inc.
1301 Riverplace Boulevard, Suite 1610
Jacksonville, Florida 32207
Attention: President

and:

PVI Holdings, Inc.
1301 Riverplace Boulevard, Suite 1610
Jacksonville, Florida 32207
Attention: Chief Financial Officer

In addition, service of any process, pleadings, notices or other papers that may be served upon the Guarantor as a result of any of its covenants, agreements and obligations under this Guaranty, may also be made to the Guarantor, care of the Secretary of State of the State of Delaware.

Section 3.2. Any process, pleadings, notices or other papers served upon any agent appointed in the preceding Section shall be sent at the same time by registered or certified mail, postage prepaid, to the Guarantor's Notice Address and to any other addresses that may be furnished by the Guarantor to the PAEDC in writing from time to time.

ARTICLE IV.
MISCELLANEOUS

Section 4.1. The covenants, agreements and obligations of the Guarantor hereunder shall arise absolutely and unconditionally when the Incentive Agreement becomes effective.

Section 4.2. No remedy, right or power conferred herein upon or reserved hereunder to the PAEDC is intended to be exclusive of any other available remedy, right or power, but each remedy, right and power shall be cumulative and shall be in addition to every other remedy, right and power under the Incentive Agreement or any other document entered into in connection with the Incentive Agreement or existing at law, in equity or by statute or otherwise from time to time.

No delay in exercising, or omission to exercise, any remedy, right or power upon any default, omission or failure of observance or performance hereunder shall impair any remedy, right or power or shall be construed to be a waiver thereof, but any remedy, right and power may be exercised whenever and as often as may be deemed expedient.

To entitle the PAEDC to exercise any remedy, right or power reserved to it under this Guaranty, it shall not be necessary for the PAEDC to give any notice, other than any notice that may be expressly required herein.

In the event any provision contained in this Guaranty shall be breached by any party and the breach shall be duly waived thereafter by the other party so empowered to act, the waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, modification or release of this Guaranty shall be established by conduct, custom or course of dealing, but any amendment, modification or release shall be made solely by an instrument or document in writing duly signed by the parties hereto who have been duly authorized by this Guaranty so to amend this Guaranty.

Section 4.3. This Guaranty may be amended and supplemented, to the same extent and upon the same conditions that the Incentive Agreement may be amended and supplemented, by a written agreement signed by the parties hereto. The purposes for which an amendment of or supplement to this Guaranty may be made pursuant to this Section include, without limitation, the addition of, or substitution for the Guarantor as guarantor hereunder of, any Person that succeeds to or assumes, as the case may be, the Guarantor's covenants, agreements and obligations hereunder.

Section 4.4. This Guaranty shall inure to the benefit of the PAEDC and its permitted successors and assigns and is binding upon the PAEDC and the Guarantor and their respective successors and assigns.

Section 4.5. This Guaranty constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the Guarantor and the PAEDC with respect to the subject matter hereof. This Guaranty may be signed simultaneously in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Guaranty to produce or account for more than one of those counterparts.

Section 4.6. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Guaranty shall not affect the validity or enforceability of the remaining phrases, sentences, clauses and sections hereof.

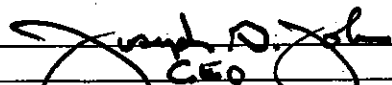
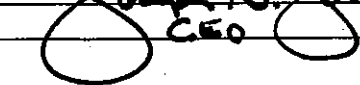
Section 4.7. This Guaranty shall be governed by and construed in accordance with the laws of the State of Texas.

Section 4.8. All representations and warranties herein shall survive the signing and delivery hereof.

Section 4.9. PAEDC acknowledges and confirms that Guarantor has executed the only Guaranty Agreement to or for the benefit of DMC as to the Project.

IN WITNESS WHEREOF, this Guaranty has been duly signed and delivered for and in the name and on behalf of the Guarantor and the PAEDC by their duly authorized officers or representatives, as of the date first above written.

PVI HOLDINGS, INC.,

By: 
Its:  CEO

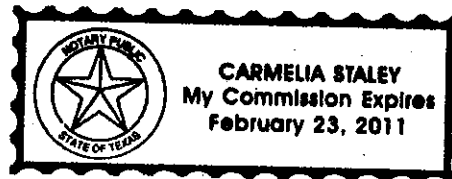
ATTEST:

STATE OF TX §
COUNTY OF Jefferson §

On this 15th day of October, 2008, before me, a Notary Public in and for said County and State, personally appeared Jose, Joseph of **PVI Holdings, Inc.**, who acknowledged that, with due authorization, he did sign the foregoing instrument on behalf of **PVI Holdings, Inc.** and that the same is his free act and deed individually as such officer and the free act and deed of **PVI Holdings, Inc.**.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Carmelia Staley
Notary Public, State of Texas



STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 2008, before me, a Notary Public in and for said County and State, personally appeared _____ of **PVI Holdings, Inc.**, who acknowledged that, with due authorization, he did sign the foregoing instrument on behalf of **PVI Holdings, Inc.** and that the same is his free act and deed individually as such officer and the free act and deed of **PVI Holdings, Inc.**.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public, State of _____

SIGNED AND AGREED TO on the 15th day of October, 2008.

City of Port Arthur Section 4A
Economic Development Corporation

By: [Signature]
President

ATTEST:

By: [Signature]
Secretary

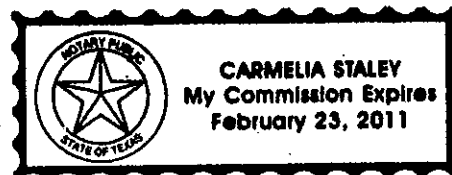
STATE OF TEXAS §
COUNTY OF JEFFERSON §

On this 15th day of October, 2008, before me, a Notary Public in and for said County and State, personally appeared Keith Daws, President of the PAEDC, who acknowledged that, with due authorization, he did sign the foregoing instrument on behalf of the PAEDC and that the same is his free act and deed individually as such officer and the free act and deed of the PAEDC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Signature]
Notary Public, State of Texas

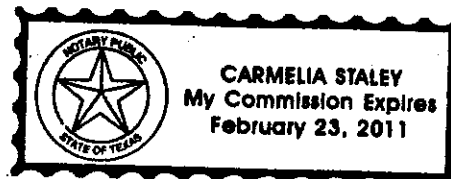
STATE OF TEXAS §
COUNTY OF JEFFERSON §



On this 15th day of October, 2008, before me, a Notary Public in and for said County and State, personally appeared Don's Green, Secretary of the PAEDC, who acknowledged that, with due authorization, she did sign the foregoing instrument on behalf of the PAEDC and that the same is her free act and deed individually as such officer and the free act and deed of the PAEDC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Signature]



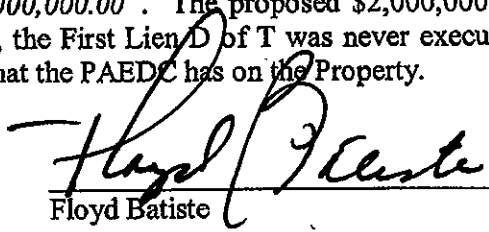
Notary Public, State of Texas

AFFIDAVIT OF TITLE

State of Texas X
 X
County of Jefferson X

The undersigned ("Affiant"), as Chief Executive Officer of the Port Arthur Economic Development Corporation ("PAEDC"), in his capacity as such officer, on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. That certain Deed dated May 6, 2008, executed by the PAEDC to Lockwood Holdings, Inc., recorded under Clerk's File No. 2008017115, Official Public Records of Jefferson County, Texas, does not affect the real property located in Jefferson County, Texas set forth on Exhibit "A" attached hereto and made a part hereof for all purposes ("Property") in any manner.
2. That certain Economic Incentive Contract and Loan Agreement between the PAEDC and Rhorer-Moniotte Investments, LLC d/b/a Desselle-Maggard Corporation ("DMC") dated March 8, 2007 refers in both the Executive Summary and Section 5(a)(4) to a proposed \$2,000,000.00 loan from the Grow Port Arthur Fund to DMC. That proposed loan was to be secured by a Deed of Trust ("First Lien D of T") that is referred to in that certain Deed of Trust dated April 18, 2007, executed by DMC to Guy Goodson, Trustee, for the benefit of the PAEDC, and recorded under Clerk's File No. 2007016294, Official Public Records of Jefferson County, Texas ("Second Lien D of T") as a prior lien, as follows:
"Deed of Trust, dated _____, 2007, and recorded at _____, for the benefit of the Grow Port Arthur Fund, which Deed of Trust shall be senior in priority to the within Deed of Trust up to the amount of \$2,000,000.00". The proposed \$2,000,000.00 loan from PAEDC to DMC was never made, the First Lien D of T was never executed, and the Second Lien D of T is the only lien that the PAEDC has on the Property.


Floyd Batiste

State of Texas X
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County of Jefferson X

This instrument was acknowledged before me on the 15 day of October, 2008, by Floyd Batiste.

Carmelia Staley
Notary Public in and for the State of Texas
My Commission Expires: 2/23/11
Printed Name: Carmelia Staley

