

**IT IS SO ORDERED.**

**Dated: 03:22 PM July 25 2007**



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

IN RE: : Case No. 06-51848  
: (Jointly Administered)  
CEP HOLDINGS, LLC, et al.,<sup>1</sup> :  
: Chapter 11  
Debtors. :  
: Honorable Marilyn Shea-Stonum  
: United States Bankruptcy Judge

**ORDER CONFIRMING FIRST AMENDED JOINT PLAN OF LIQUIDATION  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE  
PROPOSED BY THE DEBTORS AND THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS DATED MAY 25, 2007**

Upon the First Amended Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code Proposed by the Debtors and the Official Committee of Unsecured Creditors Dated May 25, 2007 (the "Plan"), as may have been amended and/or modified at or in connection with the hearing on confirmation thereof (the "Confirmation

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<sup>1</sup> The Debtors are: CEP Holdings, LLC, Creative Engineered Polymer Products, LLC and Thermoplastics Acquisition, LLC.

Hearing”), a copy of which is attached hereto as Exhibit A, and described on the record of the Confirmation Hearing, and upon the related disclosure statement (the “Disclosure Statement”); and (a) upon the record of the hearing held before this Court on June 5, 2007 wherein this Court approved the Disclosure Statement; (b) upon that certain Order (A) Approving Proposed Disclosure Statement, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Proposed Joint Plan of Liquidation and (C) Scheduling Certain Dates in Connection Therewith (the “Disclosure Statement Order”) entered by the Court on June 6, 2007; (c) upon the declaration of Julia Galyen of BMC Group, Inc. (“BMC”), the Court authorized balloting agent (the “Ballot Certification”), filed with the Court on July 19, 2007; (d) it appearing from the affidavits of mailing filed with this Court and the Ballot Certification that copies of the Plan and Disclosure Statement, notice of the Confirmation Hearing (as defined below), the Disclosure Statement Order, ballots for acceptances or rejections of the Plan, and notices of non-voting status were transmitted to the holders of Claims against and Equity Interests in CEP Holdings, LLC, Creative Engineered Polymer Products, LLC and Thermoplastics Acquisition, LLC (the “Debtors”) and other parties in interest as required by the Disclosure Statement Order and subsequent orders of this Court, and such transmissions at such time being due and adequate notice under the circumstances; (e) the Disclosure Statement Order having fixed July 13, 2007 as the deadline for filing of objections to confirmation of the Plan; (f) upon the objections and responses to the Plan filed by (i) the Pension Benefit Guaranty Corporation; and (ii) NL Ventures V Carlisle LP; (collectively and together with all other objections to the Plan filed or interposed at the Confirmation Hearing, the “Plan Objections”); (g) upon the

memorandum of law in support of the confirmation of the Plan filed by the Plan Proponents on July 20, 2007 (the “Memorandum in Support of Confirmation”); (h) the Confirmation Hearing held on July 24, 2007; (i) upon the evidence proffered or adduced and accepted into the record at the Confirmation Hearing; (j) upon the full and complete record of the Confirmation Hearing and all matters and proceedings heretofore part of the record of these Cases; (l) after due deliberation and sufficient cause appearing therefore, and together with the findings and conclusions stated from the bench on the record of the Confirmation Hearing, or stated herein;

### **FINDINGS**

IT IS HEREBY FOUND that:

A. Definitions. All capitalized terms used but not defined in this Confirmation Order shall have the meanings ascribed to such terms in the Plan.

B. Jurisdiction and Venue. The Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Ohio (the “Bankruptcy Court”) on September 20, 2006. The Debtors were and are qualified to be debtors under section 109(a) of the Bankruptcy Code. The Debtors were all formed under the laws of Ohio and also conducted business in Ohio. Accordingly, this Bankruptcy Court has jurisdiction over the Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2) and this Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with applicable provisions of the Bankruptcy Code and should be confirmed. This Confirmation Order is a “final order” within the meaning of 28 U.S.C. § 158.

C. Judicial Notice. This Bankruptcy Court takes judicial notice of the docket of the Cases maintained by the Clerk of this Court, including, without limitation, all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before this Bankruptcy Court during the pendency of the Cases.

D. Notice of Confirmation Hearing. Notice of the Confirmation Hearing and the relevant deadlines for submission of objections and ballots, as prescribed by this Court in the Disclosure Statement Order and subsequent orders of this Court, have been provided, including, but not limited to, the Notice of (A) Deadline for Casting Votes to Accept or Reject Proposed Joint Plan of Liquidation, (B) Hearing to Consider Confirmation of Proposed Plan of Liquidation and (C) Related matters (the "Confirmation Notice"), which was mailed on or before June 14, 2007 to all creditors and other parties in interest in the Cases, as more fully reflected in the affidavits of service filed herein; and such notice is adequate and sufficient pursuant to section 1128 of the Bankruptcy Code, Bankruptcy Rules 2002(b) and 3020(b), the Local Bankruptcy Rules, and other applicable law and rules.

E. Transmission of Ballots. Ballots were transmitted to holders of Claims in the exclusive Class eligible to vote on the Plan (Class 4) in accordance with the Disclosure Statement Order.

F. Good Faith Solicitation. The Plan Proponents solicited votes for the Plan in good faith and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order.

G. Burden of Proof. The Plan Proponents have met their burden of proving the elements of subsections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of evidence, which is the applicable evidentiary standard in this Bankruptcy Court. The Bankruptcy Court further finds that the Plan Proponents have satisfied the elements of subsections 1129(a) and 1129(b) of the Bankruptcy Code under the clear and convincing standard of proof as well.

H. Ballot Certification (Bankruptcy Rule 3018). The Ballot Certification provided by BMC is consistent with Bankruptcy Rule 3018.

I. Proper Classification (11 U.S.C. §§ 1122(a), 1123(a)(1)). The classification of Claims and Equity Interests under the Plan is reasonable. Claims or Equity Interests in each Class are substantially similar to other Claims or Equity Interests in each such Class. The Plan satisfies the requirements of section 1122(a) of the Bankruptcy Code. Administrative Expense Claims and Priority Tax Claims have not been classified under the Plan and are excluded from the Classes set forth in the Plan. The Plan satisfies the requirements of section 1123(a)(1) of the Bankruptcy Code.

J. Impaired Classes (11 U.S.C. §§ 1123(a)(2)-(3)). The following class of Claims (the "Voting Class") is impaired and entitled to vote under the Plan: Class 4 (General Unsecured Claims). All other Classes of Claims or Equity Interests are either unimpaired under the Plan, including, Class 1 (Subordinated Participating Customers Secured Claims), Class 2 (Other Secured Claims), and Class 3 (Priority Non-Tax Claims), or deemed as a matter of law to reject the Plan by virtue of receiving no distributions thereunder, including Class 5 (Equity Interests). The treatment of Class 4 General Unsecured Claims, the impaired Voting Class, is specified in Article IV of the

Plan, and the Plan satisfies the requirements of sections 1123(a)(2) and 1123(a)(3) of the Bankruptcy Code.

K. Treatment of Claims Within Classes (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment for each Claim or Equity Interest of a particular Class, and the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

L. Means for Implementation (11 U.S.C. § 1123(a)(5)). The Plan provides an adequate means for its implementation (i.e., the establishment of the CEP Liquidating Trust in accordance with Treasury Regulation section 30.1.7701-4(d), and transfer of all assets of the Estates to the CEP Liquidating Trust), and therefore satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

M. Non-voting Equity Securities (11 U.S.C. § 1123(a)(6)). The Plan provides that the existing securities of the Debtors are cancelled except as otherwise provided in the Plan (Article VII Section 7.5 of the Plan) and that all assets of the Estates vest in the CEP Liquidating Trust (Article VII Section 7.1(c), Article VI Section 6.2(a) of the Plan). Further, the CEP Liquidating Trust is established and maintained for the sole purpose of liquidating and distributing assets of the Estates and proceeds thereof in accordance with Treasury Regulation section 30.1.7701-4(d), and resolving and administering Claims, with no objective to continue or engage in the conduct of a trade or business (Article VII Section 7.1(b) of the Plan). As such, section 1123(a)(6) of the Bankruptcy Code is inapplicable. Because the provisions of section 1123(a)(6) of the Bankruptcy Code are not applicable to the Plan, they are hereby deemed satisfied.

N. Board of Directors (11 U.S.C. § 1123(a)(7)). The provisions of the Plan with respect to the manner of selection of the officers and directors (in this matter, the Liquidating Trustee) of the CEP Liquidating Trust are consistent with the interests of creditors (as the Liquidating Trustee was selected by the Committee) and equity security holders and with public policy, and the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

O. Impairment/Unimpairment (11 U.S.C. § 1123(b)(1)). The Plan impairs or leaves unimpaired, as the case may be, each Class of Claims or Equity Interests, and therefore complies with the requirements of section 1123(b)(1) of the Bankruptcy Code.

P. Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with the applicable provisions of the Bankruptcy Code including, without limitation, sections 1122 (as the Plan classifies similarly situated Claims and Equity Interests in the same class) and 1123 (as the Plan contains the mandatory requirements of subsection 1123(a) of the Bankruptcy Code and does not violate any of the permissive provisions of subsection 1123(b) of the Bankruptcy Code) of the Bankruptcy Code. Therefore, the Plan satisfies the requirements of section 1129(a)(1) of the Bankruptcy Code.

Q. Compliance with Bankruptcy Rule 3016(a). In accordance with Bankruptcy Rule 3016(a), the Plan is dated and identified with the names of the respective Plan Proponents.

R. Plan Proponents Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors and the Committee (collectively, the “Plan Proponents”) as

the co-proponents of the Plan, have complied with the applicable provisions of the Bankruptcy Code including, without limitation, the disclosure and solicitation provisions of section 1125 and the plan acceptance provisions of section 1126 of the Bankruptcy Code, and have therefore satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code.

S. Plan Proposed in Good Faith (11 U.S.C. §§ 1129(a)(3)). The Plan has been proposed in good faith as a mechanism for liquidating remaining assets of the Estates, including Causes of Action and distributing proceeds of assets of the Estates as promptly as possible to Allowed Claims against the Estates in order of their respective priorities and not by any means forbidden by law, and therefore satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code.

T. Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any payments made or to be made by the Debtors or the Liquidating Trustee, as the case may be, for services or for costs and expenses in, or in connection with, the Cases, have been approved by, or, as modified by this Confirmation Order, are subject to the approval of, this Bankruptcy Court as reasonable. Accordingly, the Plan satisfies the requirements of section 1129(a)(4) of the Bankruptcy Code.

U. Directors and Officers (11 U.S.C. § 1129(a)(5)(A)). In accordance with Article VII Section 7.1(e) of the Plan and the Memorandum in Support of Confirmation, the identities of the persons who will be appointed or who will continue to serve as the directors and senior officers (in this matter, the Liquidating Trustee) of the CEP Liquidating Trust have been adequately identified by the Plan Proponents. The appointment or retention of such parties is consistent with the interests of creditors and



equity security holders and with public policy. Accordingly, the Plan satisfies the requirements of section 1129(a)(5)(A) of the Bankruptcy Code.

V. Insiders (11 U.S.C. § 1129(a)(5)(B)). Pursuant to section 1129(a)(5)(B) of the Bankruptcy Code, the Plan Proponents have disclosed the identity of any principal insider who will be employed or retained by the CEP Liquidating Trust immediately following the Effective Date and have sufficiently described the nature of any compensation of such insider. Under the Plan, no insider will be employed or retained by the CEP Liquidating Trust.

W. No Rate Changes (11 U.S.C. § 1129(a)(6)). No governmental regulatory commission has jurisdiction over the rates of the Debtors, and no rate changes are proposed in the Plan. Therefore, the requirements of section 1129(a)(6) of the Bankruptcy Code have been satisfied.

X. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). With respect to each impaired Class of Claims against or Equity Interests of the Debtors, the Disclosure Statement contains an analysis (the “Liquidation Analysis”) that provides an estimate of the funds available for distribution under the Plan. Further, the Disclosure Statement (Article X.C of the Disclosure Statement) analyzes the alternatives to the Plan (i.e. conversion to chapter 7 liquidation), wherein the funds identified in the Liquidation Analysis as available for distribution to the Debtors’ creditors are projected to be significantly reduced due to the expected costs associated with a chapter 7 trustee. The Plan satisfies the “best interests” test as to each impaired Class of Claims and Equity Interests. Pursuant to the Liquidation Analysis and the description of alternatives to the Plan as set forth in the Disclosure Statement, each holder of a Claim

or Equity Interest of such Class: (a) has accepted the Plan; or (b) will receive or retain under the Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date. Accordingly, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

Y. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). As evidenced by the Ballot Certification, the Plan has been accepted by Class 4 (General Unsecured Claims) in accordance with section 1126 of the Bankruptcy Code, and consistent with Bankruptcy Rule 3018 and the Disclosure Statement Order. Class 1, Class 2 and Class 3 are not impaired under the Plan, and such Classes (and all holders of Claims) are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

Z. Rejection by Certain Classes. The Plan is deemed rejected, pursuant to section 1126(g) of the Bankruptcy Code, by the members of Class 5, who will receive no distributions on account of their Equity Interests. With respect to each Class of Claims or Equity Interests designated by the Plan, other than Class 5, either: (a) such Class has accepted or is deemed to have accepted the Plan; or (b) such Class is not impaired under the Plan. Accordingly, the requirements of section 1129(a)(8) of the Bankruptcy Code have been satisfied with respect to all Claims and Equity Interests, other than those in Class 5. The Plan may, nevertheless, be confirmed because, as described below, the requirements of section 1129(b) of the Bankruptcy Code are satisfied.

AA. Treatment of Administrative and Tax Claims (11 U.S.C. § 1129(a)(9)). Except to the extent that the holder of an Allowed Claim has agreed or will agree to a different treatment of such Claim, the Plan provides that Allowed Administrative Expense Claims, and Priority Tax Claims, respectively, will be treated in accordance with section 1129(a)(9) of the Bankruptcy Code.

BB. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)). The Plan has been accepted by at least one impaired Class of Claims, which acceptance has been determined without including any acceptance of the Plan by any insider holding a Claim in such Class (namely, Class 4). Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied with respect to the Plan.

CC. Feasibility (11 U.S.C. § 1129(a)(11)). Based on the record, the Plan has or will have sufficient funding available to pay all Claims required under the Plan as of the Effective Date, and because the Plan is a liquidating plan of reorganization, it is not likely to be followed by a further financial reorganization. Accordingly, the requirements of section 1129(a)(11) of the Bankruptcy Code are satisfied with respect to the Plan.

DD. Payment of Fees (11 U.S.C. § 1129(a)(12)). The fees payable under 28 U.S.C. § 1930 constitute administrative expenses entitled to priority under section 507(a)(1) of the Bankruptcy Code, and the treatment of such fees at Article II Section 2.3 of the Plan, satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

EE. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Debtors are not obligated to pay “retiree benefits” (as the term is defined in section

1114(a) of the Bankruptcy Code) under any plan, fund or program for the benefit of retirees. The Plan, therefore, meets the requirements of section 1129(a)(13) of the Bankruptcy Code.

FF. Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors have no employees at this time and thus are not required by a judicial or administrative order, or by statute, to pay domestic support obligations. Further, the Debtors have paid all amounts payable under such order or such statute for such obligation that first became payable after the Petition Date for the post-petition period in which the Debtors did have employees. Accordingly, the Plan satisfies the requirements of section 1129(a)(14) of the Bankruptcy Code.

GG. Debtors Are Not Individuals (11 U.S.C. § 1129(a)(15)). The Debtors are limited liability companies organized under the laws of the State of Ohio and not individuals. The Plan therefore satisfies the requirements of section 1129(a)(15) of the Bankruptcy Code.

HH. Debtors Are Not A Non-Monied Business, Or Commercial Corporation or Trust (11 U.S.C. § 1129(a)(16)). The Debtors are not a non-monied business, or commercial corporation or trust. The Plan therefore satisfies the requirements of section 1129(a)(16) of the Bankruptcy Code.

II. Fair and Equitable; No Unfair Discrimination (11 U.S.C. § 1129(b)). The requirements of sections 1129(b)(1) and 1129(b)(2)(C) of the Bankruptcy Code are satisfied as to deemed rejecting Class 5 because (a) there is no Class of Claims or Equity Interests junior to Class 5 retaining or receiving any property under the Plan, and (b) the Plan is fair and equitable, and does not discriminate unfairly, with respect to

Class 5 because all Allowed Claims of the Estates (namely Class 4) are not expected to be paid in full.

JJ. Confirmation of Only One Plan (11 U.S.C. § 1129(c)). No other plan of reorganization has been confirmed in the Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

KK. Principal Purpose of the CEP Liquidating Trust (11 U.S.C. § 1129(d)). No party in interest that is a governmental unit has requested that the Court not confirm the Plan on grounds that the primary purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933, and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

LL. Exemption from Securities Laws. Under the Plan, no securities or registration are issued by the Debtors. Therefore, section 1145 of the Bankruptcy Code is not applicable.

MM. Condition Precedent to the Effective Date of the Plan. The conditions precedent to the occurrence of the Effective Date of the Plan contained in Article X Section 10.2 of the Plan are reasonable and have either been satisfied, can reasonably be satisfied, or waived (other than the condition of Section 10.2(d) which may not be waived) as of the date hereof.

NN. Good Faith Solicitation (11 U.S.C. § 1125(e)). The Plan Proponents, and each of their respective officers, directors, employees, advisors and professionals have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, with

respect to the administration of the Plan, the solicitation of acceptances with regard thereto and the property to be distributed thereunder. The CEP Liquidating Trust is the successor to the Debtors within the meaning of sections 1125(e) and 1145(a) of the Bankruptcy Code.

OO. Modification of Plan (11 U.S.C. § 1127(a)). The Plan, as modified pursuant to this Confirmation Order, hereby satisfies the requirements of section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019.

PP. Assumption and Rejection. Article IX of the Plan, which governs the assumption and rejection of executory contracts and unexpired leases complies with the requirements of section 365 of the Bankruptcy Code.

QQ. Satisfaction of Confirmation Requirements. As outlined in this Confirmation Order, the Memorandum in Support of Confirmation and the record at the Confirmation Hearing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

RR. Retention of Jurisdiction. This Court may properly retain jurisdiction over the matters set forth in Article XII of the Plan and section 1142 of the Bankruptcy Code.

SS. Transfer of Causes of Action Pursuant to 11 U.S.C. § 1123(b)(3)(B). The Plan, at Section 6.2(a) thereunder, provides for, *inter alia*, all property owned by the Estates to be transferred to the CEP Liquidating Trust on the Effective Date. Section 7.1(n) of the Plan specifically provides that Causes of Action constitute property of the Estates to be transferred to the CEP Liquidating Trust on the Effective Date, and further identifies potential Causes of Action. The Plan satisfies

section 1123(b)(3)(B) of the Bankruptcy Code and the requirements of applicable Sixth Circuit law relating thereto.

**DECREES**

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED

THAT:

1. Confirmation. The Plan is hereby confirmed pursuant to section 1129 of the Bankruptcy Code.

2. Objections. To the extent that any of the Plan Objections have not been withdrawn prior to entry of this Confirmation Order, or otherwise resolved as stated on the record of the Confirmation Hearing or as provided in this Confirmation Order, all such Plan Objections are hereby overruled.

3. Bankruptcy Rule 7052. The findings of this Court set forth above and the conclusions of law stated herein, and on the record at the Confirmation Hearing, shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and vice versa. The rules of interpretation set forth in Article I of the Plan shall apply to the findings of fact and conclusions of law in this Confirmation Order.

4. Solicitation. The Plan satisfies section 1125 of the Bankruptcy Code without the need for resolicitation.

5. Treatment of Claims and Equity Interests. The treatment of Claims and Equity Interests as provided in the Plan is approved.

6. Occurrence of the Effective Date. Upon the occurrence of the Effective Date:

(a) Cancellation of Existing Securities and Agreements. On the Effective Date of the Plan, all of the agreements, instruments, and other documents evidencing the Claims or Equity Interests rights of any holder of a Claim or Equity Interest against the Debtors, including options or warrants to purchase Equity Interests, unvested common stock Equity Interests, any agreement obligating the Debtors to issue, transfer, or sell Equity Interests or any other capital stock of the Debtors shall be deemed cancelled and of no force or effect;

(b) Rejection of Executory Contracts and Unexpired Leases. In accordance with sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtors and any Person are deemed rejected by the Debtors as of the Effective Date, except for any executory contract or unexpired lease that (i) has been assumed or rejected pursuant to Final Order of the Bankruptcy Court prior to the Effective Date, (ii) is a collective bargaining agreement governed by section 1113 of the Bankruptcy Code or an agreement providing for retiree benefits covered by section 1114 of the Bankruptcy Code, or (iii) is subject to separate motion to assume or reject (or terminate or modify, as the case may be) filed under section 365, 1113 and/or 1114 of the Bankruptcy Code by the Debtors prior to the Effective Date;

(c) Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected by Operation of the Plan. Claims arising out of the rejection of any executory contract or unexpired lease pursuant to Article IX of the Plan must be filed with the Bankruptcy Court no later than thirty (30) days after the Confirmation Date. All claims not filed within such time will forever be barred from being asserted against the Debtors, their bankruptcy Estates, the CEP Liquidating Trust, and their property;

(d) Limitation on Rights of Holders of Claims and Equity Interests. The rights afforded to the holders of Claims and Equity Interests under the Plan will be in consideration and for complete satisfaction, discharge and release of Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors, their bankruptcy Estates, or any of their assets or properties. Except as otherwise provided herein, and subject to the terms of the Plan, (a) on the Effective Date, all such Claims against and Equity Interests in the Debtors will be satisfied, discharged and released in full, and (b) all Persons will be precluded and enjoined from asserting against the CEP Liquidating Trust, their successors, or their assets or properties any other or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date;



(e) Dissolution of Committee. On the Effective Date, the Committee shall disband and be released of its duties and obligations;

(f) Substantial Consummation. On the first day that the Effective Date payments have commenced, the Plan shall be deemed to be substantially consummated pursuant to section 1101(2) of the Bankruptcy Code;

(g) Exculpation. This Confirmation Order shall be deemed to incorporate the exculpation provisions of Article XIV Section 14.5 of the Plan herein by reference;

(h) Disbursing Agent. All distributions under the Plan will be made by the Liquidating Trustee. The Liquidating Trustee will not be required to give any bond or surety or other security for the performance of duties unless otherwise ordered by the Bankruptcy Court. The Liquidating Trustee shall be authorized to (i) effect all actions and execute all agreements, instruments and other documents necessary to perform their duties under the Plan, (ii) make all distributions contemplated in the Plan, and (iii) exercise such other powers as may be vested in the Liquidating Trustee by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Liquidating Trustee to be necessary and proper to implement the provisions of the Plan.

7. Date of Distributions. Any distributions and deliveries to be made under the Plan shall be made as provided in the Plan. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

8. Distribution Record Date. As of the close of business on the Distribution Record Date, the claims register, the equity register and transfer and other registers as maintained by the Debtors and their respective agents, as applicable, will be closed and there will be no further changes in the record holder of any Claim or Equity Interest. The Debtors and the CEP Liquidating Trust will have no obligation to

recognize any transfer of any Claim or Equity Interest occurring after the Distribution Record Date. The CEP Liquidating Trust will instead be authorized and entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the claims register and equity register and other registers as of the close of business on the Distribution Record Date.

9. Setoff. Pursuant to Article VI Section 6.6 of the Plan, the Debtors and/or the CEP Liquidating Trust may, but shall not be required to, set off against any Claim (for purposes of determining the allowed amount of such Claim on which distribution shall be made), any claims of any nature whatsoever that any of the Debtors, the Estates or the CEP Liquidating Trust may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the CEP Liquidating Trust of any such Claim any of the Debtors, the Estates, or the CEP Liquidating Trust may have against the holder of such Claim. Further, notwithstanding anything in the Plan or the Trust Agreement to the contrary, setoff rights (to the extent valid and permissible) of NL Ventures Carlisle LP are preserved.

10. Disputed Claims. If any portion of a Claim is a Disputed Claim, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

11. Pending Effective Date. As of the Confirmation Date, but subject to the occurrence of the Effective Date:

(a) Term of Injunctions or Stays. Unless otherwise provided, all injunctions or stays provided for in these Cases under sections 105 and 362 of the Bankruptcy Code, the Plan, or otherwise, and in

existence on the Confirmation Date, will remain in full force and effect until the Effective Date.

(b) Injunction Against Interference With Plan. All holders of Claims and Equity Interests and other parties in interest, along with their respective present or former affiliates, employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan; and

(c) Injunction. Except as otherwise expressly provided in the Plan, this Confirmation Order or a separate order of the Bankruptcy Court, all entities who have held, hold or may hold Claims against or Equity Interests in the Debtors, are permanently enjoined, on or after the Effective Date, from (a) commencing or continuing in any manner any action or proceeding of any kind against the Debtors with respect to any Claim or Equity Interest, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or the CEP Liquidating Trust or against the property or interest in property of the Debtors or the CEP Liquidating Trust on account of any such Claim or Equity Interest, (c) creating, perfecting or enforcing any encumbrance of any kind against the Debtors or the CEP Liquidating Trust or against the property or interest in property of the Debtors or the CEP Liquidating Trust on account of any such Claim or Equity Interest, (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or the CEP Liquidating Trust against the property or interests in property of the Debtors or the CEP Liquidating Trust on account of any such Claim or Equity Interest, (e) commencing or continuing in any manner any action or other proceeding of any kind with respect to any claims and causes of action which are extinguished, dismissed or released pursuant to the Plan. Such injunction shall extend to successors of the Debtors, including, without limitation, the CEP Liquidating Trust and their respective properties and interests in properties.

12. Actions Necessary to Effectuate Plan. Each Debtor and the CEP Liquidating Trust shall be respectively authorized and hereby is directed to execute, deliver, file or record any documents, contracts, instruments, releases, and other agreements and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the Plan and this Confirmation Order and, to the extent permitted by applicable law, such actions shall not require any further action by the security holders of any Debtor. To the extent permitted by applicable law, no action

of the directors or stockholders of the Debtors or the CEP Liquidating Trust is required to authorize them to engage in any of the activities set forth in the preceding sentence or as otherwise contemplated by the Plan or this Confirmation Order or in furtherance thereof and such activities shall be, and hereby are, authorized and approved. The Debtors or CEP Liquidating Trust may file a copy of this Confirmation Order in lieu of any amendment, release, termination or other document required to effectuate the terms and conditions of the Plan or this Confirmation Order and the clerk of any court or political subdivision is directed to file such copy in lieu thereof.

13. Bar Date for Administrative Expense Claims. Proofs of Administrative Expense Claims and requests for payment of Administrative Expense Claims that have arisen on or after the Petition Date must be filed and served pursuant to the procedures set forth in this Confirmation Order or the Notice of Entry of Confirmation Order, no later than thirty (30) days after the Effective Date.

14. Exceptions to Bar Date for Administrative Expense Claims. No proof of Administrative Expense Claim or application for payment of an Administrative Expense Claim need be filed for the allowance of any: (i) expense or liability incurred in the ordinary course of the operation of the CEP Liquidating Trust on or after the Effective Date; (ii) Administrative Expense Claim held by a trade vendor, which administrative liability was incurred in the ordinary course of business, of any of the Debtors and such creditor after the Petition Date; (iii) Claims of professionals addressed at Article II Section 2.2 of the Plan; or (iv) fees of the United States Trustee arising under 28 U.S.C. § 1930. All Claims described in clause (i), (ii) and (iv) of the immediately preceding sentence shall be paid by the CEP Liquidating Trust in the

ordinary course of business. Fees of professionals addressed at Article II Section 2.2 of the Plan shall be paid as provided hereinafter.

15. Barred Administrative Expense Claims. Any Persons that fail to file a proof of Administrative Expense Claim or request for payment thereof on or before the Administrative Bar Date as required herein shall be forever barred from asserting such Claim against any of the Debtors, the Estates, the CEP Liquidating Trust or their property and the holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Administrative Expense Claim.

16. Professional Fee Claims. All Persons seeking an award by this Court of a professional fee Claim of the nature described in Article II Section 2.2 of the Plan incurred shall, unless otherwise ordered by this Court: (i) file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is no later than thirty (30) days after the Confirmation Date; and (ii) be paid in full in such amounts as are approved by this Court upon the later of (a) the date of entry of the order relating to any such Claim is entered or (b) upon such other terms as may be mutually agreed upon between the holder of such Claim and the Debtors, or, on and after the Effective Date, the CEP Liquidating Trust.

17. Retention of Jurisdiction. On and after the Effective Date, this Court shall retain jurisdiction over all matters set forth herein and in Article XII of the Plan.

18. Plan Modifications. So long as such action does not materially and adversely affect the treatment of holders of Claims or Equity Interests pursuant to the

Plan, the Plan Proponents and/or CEP Liquidating Trust may institute proceedings in this Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or this Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan.

19. Technical Modifications. Prior to the Effective Date, the Plan Proponents may make appropriate technical adjustments and modifications to the Plan without further order or approval of this Court, *provided that* such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Equity Interests.

20. Revocation or Withdrawal of the Plan. The Plan Proponents may revoke or withdraw the Plan prior to the Effective Date as permitted under the Plan. If the Plan Proponents take such action, the Plan and this Confirmation Order shall be deemed null and void.

21. Modifications to Plan. The following non-material modifications to the Plan are approved and deemed incorporated into the Plan by reference:

- (i) Section 1.42, which defines Effective Date, shall be and is modified to provide:

“Effective Date” means a Business day on or after the Confirmation Date specified by the Debtors on which (i) no stay of the Confirmation Order is in effect, and (ii) the conditions to the effectiveness of the Plan specified in Section 10.2 thereof have been satisfied, provided that such date occurs within ninety (90) days from the date that the Confirmation Order is not subject to reconsideration, appeal or stay.”

- (ii) Section 2.1 of the Plan, Administrative Expense Claims, shall be and is modified to insert an additional sentence at the end of this section to provide:

“Disputed Administrative Expense Claims of NL Ventures V Carlisle, LP, if any, shall be paid within ten (10) days of the entry of an order allowing such claims.”

- (iii) Section 5.1 of the Plan, Substantive Consolidation, shall be and is modified to provide at Section 5.1(iv)(b):

“. . . for purposes of determining the Plaintiff of, or availability of defenses to, Avoidance Actions (excluding Avoidance against NL Ventures V Carlisle, LP for payments made to NL Ventures V Carlisle LP to satisfy lease obligations or in respect of the Carlisle Transaction), the Debtors may, at the option of the Liquidating Trustee, be treated as separate entities.”

- (iv) Section 7.1(c) shall be and is modified to provide for the insertion of Section 7.1(c)(v):

“Subject to any rights, claims or defenses of the Debtors to retention or application of security deposits by NL Ventures V Carlisle LP, security deposits or letters of credit held by NL Ventures V LP to secure Debtors’ payment or performance under lease agreements between NL Ventures V Carlisle LP and Debtors in Bellville, Michigan and Canton, Ohio shall not be transferred or pass to the Liquidating Trustee, but rather shall remain with NL Ventures V Carlisle LP, which may continue to assert ownership or possessory security interests in such deposits.”

- (v) Section 7.11 of the Plan, Pension Plans, shall be and is modified to provide:

**“Pension Plans.** The Plan Proponents and The Reserve Group Management Company contemplate filing a Bankruptcy Rule 9019 motion that seeks Bankruptcy Court approval of a settlement among the Debtors, Committee, The Reserve Group Management Company and affiliates that provides, inter alia, (a) Superior Fabrication Company, LLC, an affiliate of The Reserve Group Management Company, will assume the Pension Plans and pay

the minimum funding contributions related to the Pension Plans going forward (including the minimum funding requirements for July 2007); (b) The Reserve Group Management Company will release all claims against the Debtors and their Estates, other than those to which The Reserve Group Management Company may, through subrogation to Washington Penn Plastics Company, become a party; (c) The Debtors, the Estates and the Committee will release The Reserve Group Management Company and its affiliates of claims and Causes of Action connected with their dealings and involvement with/on behalf of the Debtors; and (d) the Estates will pay (i) to the PBGC an amount not to exceed \$42,482 with respect to post-Petition Date premiums due under the Pension Plans; (ii) as a contribution to the Pension Plans an amount not to exceed \$29,776 with respect to normal costs charged to funding standard accounts under the Pension Plans post-Petition Date; (iii) as reimbursement to the Pension Plans an amount not to exceed \$20,000 with respect to post-Petition Date in respect of actuarial services provided by Watson Wyatt to the Pension Plans; (iv) as a contribution \$18,000 to the Pension Plans for and on account of the accrual of benefits and the change in liabilities under the Pension Plans that will occur in the month of July of 2007; and (v) the minimum funding requirement related to the Pension Plans for April 2007. The settlement referenced herein contains several conditions precedent including Bankruptcy Court approval; agreement by the USW to freeze accrual of benefits under the Pension Plans as of a date certain (contemplated to be June 30, 2007); and agreement by the PBGC to withdraw its proofs of claim for unfunded liabilities relating to the Pension Plans.”

- (vi) Section 10.3 of the Plan, Satisfaction of Conditions, shall be and is modified to insert an additional sentence at the end of this section to provide:

“The condition precedent to the Effective Date, at Section 10.2(d), that Superior Fabrication Company, LLC will assume the Pension Plans as described in more detail at Section V.F. of the Disclosure



Statement, may not be waived notwithstanding any provision to the contrary in the Plan.”

- (vii) Section 14.7(a) of the Plan, Fees and Expenses of Professionals, shall be and is modified to insert an additional sentence at the end of this section to provide:

“Notwithstanding the foregoing, the Liquidating Trustee and all professionals retained by the Liquidating Trustee shall file detailed quarterly fee statements with the Bankruptcy Court and all fees paid by the Liquidating Trustee in accordance with this Section 14.7(a) shall remain subject to review and disgorgement or adjustment as may be ordered by this Court.”

22. Exemption From Certain Transfer Taxes. Pursuant to section 1146(c) of the Bankruptcy Code, (a) the creation of any mortgage, deed of trust or other security interest, and (b) the making of any agreement or instrument in furtherance of, or in connection with, the Plan, including, without limitation, any other agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale, or assignments executed in connection with the Plan, will not be subject to any transfer, stamp or similar tax. This Court retains specific jurisdiction with respect to the matters covered by this paragraph. Each Federal, State and local governmental or regulatory agency or department is hereby authorized and directed to comply with section 1146(c) of the Bankruptcy Code and to accept the filing of all mortgages, deeds of trust, documents and instruments necessary and appropriate to consummate the Plan without the requirement to pay any otherwise applicable transfer, stamp or similar tax.

23. Notice of Entry of this Order. The Plan Proponents or their authorized agent(s) shall serve a notice of entry of this Confirmation Order, as provided in Bankruptcy Rule 2002(f)(7), to all creditors and equity security holders of the Debtors

previously served with notice of the Confirmation Hearing within ten (10) business days after the date of entry of this Confirmation Order. Such notice satisfies the requirements of Bankruptcy Rules 2002 and 3020(c).

24. Notice of Occurrence of Effective Date. The Plan Proponents or their authorized agent(s) shall serve a notice of the occurrence of the Effective Date of the Plan to all creditors and equity security holders of the Debtors previously served with notice of the Confirmation Hearing within ten (10) business days after the Effective Date.

25. Notice of Bar Dates. The Plan Proponents or their authorized agent(s) shall serve a notice of the Administrative Expense Bar Date and the bar date for rejection claims on all creditors and equity security holders of the Debtors previously served with notice of the Confirmation Hearing within ten (10) business days after the Effective Date.

26. Other Notices. To the extent other notices pertaining to the confirmation or implementation of the Plan are necessary or convenient, the Plan Proponents, or their authorized agent(s), may serve such notices with or without the further approval of this Court.

27. Combined Notices. To the extent practicable, the notices required or permitted in the preceding paragraphs may be combined into one notice.

28. Ratification of Transactions Prior to Confirmation Date. This Confirmation Order shall, and is hereby deemed to, ratify all transactions effected by the Debtors during the period commencing on the Petition Date and ending on the

Confirmation Date except for any acts constituting willful misconduct, gross negligence, recklessness or fraud.

29. Conflicts. To the extent that this Confirmation Order and/or the Plan conflicts with the Disclosure Statement and/or the Trust Agreement, the Plan controls the Disclosure Statement, the Trust Agreement controls the Plan, and this Confirmation Order controls the Trust Agreement and the Plan.

30. Immediate Effectiveness; Successors and Assigns. Subject to any applicable provision of the Plan, and notwithstanding any otherwise applicable law, immediately upon the entry of this Confirmation Order, the terms of the Plan and this Confirmation Order are deemed binding upon the Debtors, the CEP Liquidating Trust, any and all holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests are allowed, disallowed, subordinated, contingent or impaired under the Plan, or whether the holders of such Claims or Equity Interests accepted, rejected, or are deemed to have accepted or rejected the Plan), and any and all entities who are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described hereunder and the respective heirs, executors, administrators, successors or assigns, if any, of any of the foregoing.

31. Creation of the CEP Liquidating Trust; Vesting of Assets. Except as otherwise provided in the Plan or this Confirmation Order, upon the Effective Date, the Liquidating Trustee shall execute the Agreement and the transfer of the property of the Estates contemplated in Article VII Section 7.1 of the Plan is hereby deemed effectuated in accordance with the terms of the Plan. After the Effective Date, all property transferred to the CEP Liquidating Trust pursuant to the Plan and hereto shall

be free and clear of all Claims, Liens, debts, security interests, encumbrances and interests, except as contemplated hereby and under the Plan.

32. Reference to Plan. Failure specifically to include or reference particular sections or provisions of the Plan or any related agreement in this Confirmation Order shall not diminish or impair the effectiveness of such sections or provisions, it being the intent and the order of the Court that the Plan be confirmed and such related agreements be approved in their entirety.

33. Acts Performed Under the Plan and/or the Trust Agreement. All actions to be performed pursuant to the provisions of the Plan and/or the Trust Agreement on the Effective Date shall be timely if performed as reasonably practicable after the Effective Date as possible.

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Respectfully Submitted by:

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