

EXHIBIT A

PROPOSED SALE AUCTION AND SALE HEARING NOTICE

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

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In re: :
: Case No. 06-51848
CEP HOLDINGS, LLC, et al.,¹ : (Jointly Administered)
: :
Debtors. : Chapter 11
: :
: Honorable Marilyn Shea-Stonum
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NOTICE RELATED TO MOTION FOR ORDER (A) GRANTING AUTHORITY FOR THE SALE OF ASSETS PURSUANT TO § 363(b); (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SUCH SALE AND DETERMINING AND ADJUDICATING CURE AMOUNTS WITH RESPECT TO SUCH CONTRACTS AND LEASES PURSUANT TO § 365; (C) ESTABLISHING BIDDING PROCEDURES; (D) SETTING DATE FOR AUCTION AND HEARING ON APPROVAL OF SALE OF ASSETS; AND (E) APPROVING FORM OF NOTICE

Introduction

1. The purpose of this Notice is to provide information about the filing of Chapter 11 petitions by CEP Holdings, LLC, Creative Engineered Polymer Products, LLC and Thermoplastics Acquisition, LLC (collectively, “**CEP**” or the “**Debtors**”) and information regarding the proposed sale of the Debtors’ assets.
2. The Chapter 11 case was filed in order to utilize the provisions of the Bankruptcy Code to sell substantially all of the assets and the business of the Debtors in an open, competitive bidding process, giving as much notice as possible to prospective purchasers who can make a determination whether to submit a bid for the purchase of the Debtors’ assets.
3. The information provided below discusses the proposed sale procedures for the sale of the Debtors assets. For more information regarding the sale procedures, see the below section entitled “What You Can Do If You Want More Information”.
4. By motion dated October 4, 2006, the Debtors have sought approval to sell substantially all of their assets on a plant by plant basis. The sales will be free and clear of all liens, claims and encumbrances on the Debtors’ assets. Certain of the Debtors’ plants will be shut down (the “**Closing Facilities**”) and other plants (the “**Sale Facilities**”) will be sold as going concerns.

¹ The Debtors include: CEP Holdings, LLC, Creative Engineered Polymer Products, LLC and Thermoplastics Acquisition, LLC.

5. By order (the “**Sale Procedures Order**”) dated October __, 2006, the Bankruptcy Court approved procedures for the sale of the Closing Facilities and Sale Facilities.

Sale Procedures for Closing Facilities

6. The following procedures (the “**Closing Facility Procedures**”) with respect to Closing Facilities were approved in the Sale Procedures Order:

- a. The Debtors will file an application to employ a nationally recognized liquidator/auctioneer (the “**Auctioneer**”) as the auctioneer and liquidator with respect all Closing Facilities;
- b. Except for those sales of machinery and equipment at Closing Facilities which are the subject of a separate sale motion or which are purchased by the certain customers pursuant any equipment purchase option approved in any final version of the Financing Order (as defined in the Sale Procedures Order), all machinery and equipment at the Closing Facilities will be liquidated and sold by the Auctioneer;
- c. Upon filing of the application to employ Auctioneer, Auctioneer will commence preparation for a liquidation auction of each Closing Facility. With respect to each Closing Facility, each auction will be deemed a “**Closing Facility Auction**”;
- d. The last customer to leave a Closing Facility will provide Auctioneer with written notice (the “**Closing Notice**”) of the proposed Closing Date, as the case may be, at least ten (10) days prior to such date. The Auctioneer will promptly schedule an Auction after receipt of the Closing Notice. Auctioneer will promptly issue a notice of the auction (a “**Notice of Auction**”). Unless otherwise ordered by this Court or otherwise agreed to by Wachovia Capital Finance Corporation (Central) (“**Lender**”), in no case will any Closing Facility Auction for a Closing Facility be held more than 14 days after the Closing Date for such facility;
- e. Such Notice of Auction will be immediately filed with the Court by the Debtors and served according to the Case Management Order approved by this Court on September 29, 2006;
- f. Auctioneer will conduct each Closing Facility Auction in a manner that complies in all respects with the “commercially reasonable disposition” standard under § 9-610 of the Uniform Commercial Code;
- g. Nothing in the Sale Procedures Order shall limit the ability of Lender to credit bid pursuant to Section 363(k) of the Bankruptcy Code at any Closing Facility Auction;
- h. Within three (3) business days of completion of the Closing Facility Auction, Auctioneer will file with the Court a full accounting and report regarding the Closing Facility Auction;
- i. Unless any party-in-interest files an objection in this Court objecting to the Closing Facility Auction within three (3) business days after the completion of such Closing Facility Auction on the grounds that the Closing Facility Auction was not conducted in a “commercially reasonable” manner under the Uniform Commercial Code, all sales at the Closing Facility Auction will be final without further order of this Court; and
- j. By virtue of the Sale Procedures Order, the assets sold by Auctioneer at the Closing Facility Auction will be sold free and clear of all liens, claims, interests and encumbrances which will attach to the proceeds of the Closing Facility Auction.

Sale Procedures for Sale Facilities

7. The following procedures (the “**Sale Facilities Procedures**”) for the sale of each of the Sale Facilities are approved by the Sale Procedures Order:

Bidder Qualifications

8. Only qualified bidders (the “**Qualified Bidders**”) may submit an offer to purchase one or all of the Sale Facilities, including any executory contracts or unexpired leases to be assumed in connection with the purchase of such Sale Facilities. Persons or entities who wish to become Qualified Bidders (“**Proposed Qualified Bidders**”) with respect to any Sale Facility must submit an offer to purchase one, several or all of the Sale Facilities on or before 5:00 p.m. (eastern time) on November 27, 2006 (the “**Bid Deadline**”), and must comply with each of the following requirements for its bid to be considered by the Debtors (a “**Qualified Bid**”):

- a. Provide the Debtors with evidence that, in the reasonable discretion of the Debtors, establishes that the Proposed Qualified Bidder has sufficient financial ability to close and consummate a sale on the terms set forth in its bid and that the Proposed Qualified Bidder will be able to provide adequate assurance of future performance with respect to all executory contracts or unexpired leases to be assigned with the Sale Facilities pursuant to the Form Purchase Agreement (as defined below). Any Proposed Qualified Bidder will provide Debtors and Debtors’ counsel, within twenty-four (24) hours after Debtors’ request, with financial statements and other documents requested by the Debtors relating to its business activities and its ability to perform in the event that its bid is accepted;
- b. Unless previously delivered to Debtors, execute and deliver to the Debtors a confidentiality agreement (the “**Confidentiality Agreement**”), to be provided by the Debtors prior to conducting any due diligence or obtaining information considered confidential by Debtors;
- c. The Debtors will provide all interested parties with a form asset purchase agreement (the “**Form Purchase Agreement**”). All Qualified Bidders will submit an executed Form Purchase Agreement (a “**Proposed Purchase Agreement**”), marked to show all changes from the Form Purchase Agreement and include with such submission all schedules and exhibits with respect thereto;
- d. Provide that the transactions under the Proposed Purchased Agreement must close on or before December 19, 2006;
- e. Tender a good faith deposit in the form of an electronic wire transfer of immediately available funds, or a bank or certified check, in the amount of 10% of the bid amount contained in the Proposed Purchase Agreement to counsel to the Debtors (or, in the case of a wire transfer of immediately available funds, to an account designated by Debtors’ counsel), which will be deposited and maintained in a segregated escrow account subject to the terms hereof. If a Proposed Qualified Bidder becomes the Successful Bidder (as defined below), its deposit will be applied towards the amount of the Successful Bid (as defined below);
- f. Provide a written statement that (i) it agrees, and intends its bid to comply, with the Bidding Procedures and the terms of the Sale Procedures Order, as well as with such other terms and procedures as may be imposed by the Court or the Debtors on the Sale Facility Auction, at or prior to the Sale Facility Auction; (ii) its bid (as the same may be

enhanced at the Sale Facility Auction) will be irrevocable through the later to occur of the conclusion of the Sale Hearing or December 20, 2006 if it is the Successful Bidder or is determined by the Debtors have submitted the second or third highest bid (as augmented at the auction); (iii) that it believes in good faith that its bid constitutes a Qualified Bid; (iv) its deposit will be treated in accordance with the provisions of Sales Procedures Motion; and (v) its bid (as the same may be enhanced at the Sale Facility Auction) is not subject to any due diligence or financing conditions; and

- g. All deposits of Qualified Bidders will be held by the Debtors and returned without interest on the earlier to occur of (x) the date of closing of the transactions under the Successful Bidder's Proposed Purchase Agreement and (y) the date the Debtors abandon the sales process contemplated hereby. Any deposit tendered by a Qualified Bidder that becomes the Successful Bidder will be (i) forfeited to the Debtors (without prejudice to any other remedies available to the Debtors for such breach) in the event that such Successful Bidder breaches its obligations under its Proposed Purchase Agreement, or (ii) returned without interest to such Successful Bidder in the event that such Successful Bidder's Proposed Purchase Agreement is terminated other than by reason of any breach by such Successful Bidder of any of its obligations in connection therewith.

Delivery of Qualified Bids

9. Any Qualified Bids for the Sale Facilities will be on terms and conditions at least as favorable (as determined by Debtors in their reasonable business judgment) as the terms of the Form Purchase Agreement.

10. All Qualified Bids will be in writing (and will be accompanied by a redline of such bid against the Form Purchase Agreement). Copies of such bids (including accompanying redlined Form Purchase Agreement) shall be served on and received by the Bid Deadline by:

- a. the Debtors' counsel, Joseph F. Hutchinson, Jr. and Thomas M. Wearsch, Baker & Hostetler LLP, 3200 National City Center, 1900 East Ninth Street, Cleveland, Ohio 44114;
- b. the Debtors' investment bankers, James Carter, Giuliani Capital Advisors, 101 W. Big Beaver Rd., Suite 545, Troy, Michigan;
- c. counsel to the Creditors Committee – Mark Freedlander and Sally Edison, McGuire Woods, Dominion Tower, 625 Liberty Avenue, 23rd Floor, Pittsburgh, Pennsylvania 15222-3142;
- d. counsel to the Lender – Jeremy Downs, Goldberg Kohn, 55 East Monroe, Suite 3700, Chicago, Illinois 60603;
- e. counsel to Visteon – Michael Hammer, Dickinson Wright PLLC, 301 East Liberty, Suite 500, Ann Arbor, MI 48104; and
- f. the United States Trustee – Maria Giannirakis, Office of the United States Trustee, Howard M. Metzenbaum U.S. Courthouse, 201 Superior Ave., East, Suite 441, Cleveland, Ohio 44114.

11. Only Qualified Bidders that submit Qualified Bids will be entitled to participate in the Sale Facility Auction.

The Sale Auction

12. The Debtors will conduct the auction for the Sale Facilities (the “**Sale Facilities Auction**”) at the offices of Debtors’ counsel, Baker & Hostetler LLP, 3200 National City Center, 1900 East Ninth Street, Cleveland, Ohio 44114, on November 29, 2006 at 9:00 a.m. (eastern time). At the beginning of the Sale Facilities Auction, the Debtors will explain the rules of the auction to all bidders in attendance. The Debtors will then answer all reasonable questions from Qualified Bidders. Bidding at the Sale Facilities Auction with respect to each Sale Facility will commence with the highest or otherwise best Qualified Bid (as determined by the Debtors in their reasonable business judgment) or Stalking Horse Bid (as discussed below), as the case may be, on each of the Sale Facilities and bidding will continue in increments announced by the Debtors at the beginning of the auction, until all Qualified Bidders have made their final offers with respect to each of the Sale Facilities.

13. The Debtors will have the sole right and discretion to conduct the Sale Facilities Auction in the manner the Debtors determine is best and most advantageous method to maximize value of the Sale Facilities. At the conclusion of the Sale Facilities Auction, the Debtors in consultation with Lender will announce their determination as to the highest or otherwise best bid for each Sale Facility (with respect to each Sale Facility, the “**Successful Bid**”), and the Qualified Bidder who Submitted the Qualified Bid will become the “Successful Bidder.” With respect to each Sale Facility, the Debtors will have the right to determine which Qualified Bid, if any, is the highest or otherwise best bid at the Sale Facility Auction.

14. The selection of the Successful Bid for any Sale Facility is conditioned upon no Qualified Bidder making an offer for all the Debtors’ assets which is higher or otherwise better than the combined “successful bids” received from the separate auctions of the Debtors’ Sale Facilities. In consultation with Lender, the Debtors will have the sole right and discretion to determine the manner and timing of the separate auctions for the sale of all the Sale Facilities. In consultation with Lender, the Debtors will have the right to determine whether the highest or otherwise best joint bid, if any, or the combined “successful bids” for the Sale Facilities selected at the auctions is the highest and otherwise best bid for their Sale Facility assets.

15. The Debtors’ choice of the highest or otherwise best bid for each Sale Facility may not necessarily be the highest dollar amount Qualified Bid. The Debtors have the right to take into account any and all matters that the Debtors, in the sound exercise of their business judgment, deem appropriate to take into account in making the determination as to which bid is the highest and otherwise best bid. Formal acceptance of a Successful Bid, however, will not occur unless and until the Court enters an order (a “**Sale Order**”) in form and substance satisfactory to the Debtors and the Successful Bidder approving the Successful Bid and authorizing the Debtors to consummate the sale to the Successful Bidder in accordance with the Proposed Purchase Agreement following the conclusion of the Sale Hearing.

16. Upon the failure to consummate the sale of any Sale Facility to the respective Successful Bidder in accordance with its Proposed Purchase Agreement because of a breach or failure to consummate the sale by such Successful Bidder, the Debtors will (with the prior written consent of Lender) contact the bidder having the next highest or otherwise best Qualified Bid with respect to that Sale Facility, if any, which bidder will be designated as the Successful Bidder and required to buy such facility under its Proposed Purchase Agreement. If the second highest bidder fails to close, then the Debtors will require the third highest bidder, if any, with respect to such Sale Facility, to close as the Successful Bidder. If a Successful Bidder fails to close, the Debtors, with the consent of Lender, may decline to declare a new Successful Bidder and may conduct a new auction.

Stalking Horse Purchasers

17. The Debtors reserve the right to designate a “Stalking Horse Purchaser” with respect to any or all of the Sale Facilities on terms and conditions as the Debtors and Lender deem acceptable, including, but not limited to, reasonable overbid protection, reasonable expense reimbursement and/or breakup fee, and/or any other customary buyer protection. The following procedure will be employed for the designation of a Stalking Horse Purchaser:

- a. The Debtors will file a motion (a “**Designation Motion**”) which attaches an executed Proposed Purchase Agreement with a proposed Stalking Horse Purchaser which motion will seek approval of the stalking horse status of the proposed Stalking Horse Purchaser including any buyer protection contained in the Proposed Purchase Agreement;
- b. If no party files an objection to the Designation Motion within ten days of the filing of the Designation Motion and the Court has no objection to same, the Court will enter an order approving the proposed Stalking Horse Purchase as a Stalking Horse Purchaser with respect to the Sale Facility covered by its Proposed Purchase Agreement;
- c. The Debtors reserve the right to request in the Designation Motion that the Sale Facility Auction and Sale Hearing with respect to the Sale Facility covered by such motion occur earlier than what is requested in the Sale Procedures Order;
- d. The Stalking Horse Purchaser shall automatically be deemed a Qualified Bidder; and
- e. All other procedures set forth in the Sale Procedures Order regarding bidding procedure will be applicable to any such auction and hearing.

Proceeds

25. The proceeds of all sales of the Debtors’ assets pursuant to the Sale Motion shall be applied pursuant to the Financing Order, including any final order thereon.

What You Can Do If You Want More Information

23. If you want more detailed information concerning the Sale Facilities Auction or any of the bid procedures or any other item or matter having to do with the effort to sell the Debtors’ assets, you can visit the Debtors’ bankruptcy website www.bmcgroup.com/cep to obtain a copy of all pleadings filed in these cases and the Orders of the Bankruptcy Court authorizing the auctions and bidding procedures.

Dated: October __, 2006
Cleveland, Ohio

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