

EXHIBIT C

PROPOSED ORDER

**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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**ORDER (A) ESTABLISHING BIDDING PROCEDURES;
(B) SETTING DATE FOR AUCTION AND HEARING ON APPROVAL
OF SALE OF ASSETS; AND (C) APPROVING FORM OF NOTICE**

Upon the motion (the “**Motion**”), dated October 4, 2006, of the above captioned debtors and debtors-in-possession for an 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)

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

Establishing Bidding Procedures; (D) Setting Date for Auction and Hearing on Approval of Sale of Assets; and (E) Approving Form of Notice (the “**Sale Motion**”); and the Court² having reviewed the Sale Motion and having heard evidence presented by the Debtors regarding the relief requested in the Sale Motion at a hearing before the Court held on October 24, 2006 (the “**Hearing**”); and the Court finding that (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. §157(b)(2), (c) venue of this Chapter 11 case in this district is proper pursuant to 28 U.S.C. §§1408 and 1409, and (d) service and notice of the Sale Motion and of the Hearing was good and sufficient under the circumstances; and the Court having further determined that the legal and factual basis set forth in the Sale Motion and on the record at the Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Sale Motion is in the best interest of the Debtors’ estates, their creditors and other parties in interest.

IT IS HEREBY FOUND AND DETERMINED THAT:

- A. The Sale Motion involves the proposed sale of substantially all of the assets (collectively, the “**Assets**”) of the Debtors, as more fully described in the Sale Motion.
- B. Given Debtors’ financial condition, a prompt sale of the Assets is critical in order to maximize value of the Assets for the Debtors’ estates.
- C. Debtors have demonstrated a compelling and sound business justification for authorizing the Bidding Procedures (as defined herein), solely as set forth and defined below. The Bidding Procedures are fair, reasonable and appropriate, and are designed to maximize the recovery on the Assets.

² All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted solely as set forth below.
2. A hearing (the “**Sale Hearing**”) on the Sale Motion shall be held before this Court on November 30, 2006 at 10:00 a.m. (eastern time).
3. The following procedures (the “**Bidding Procedures**”) are hereby approved:

A. Sale Procedures for the Closing Facilities

4. The following procedures (the “**Closing Facility Procedures**”) with respect to Closing Facilities are hereby approved:
 - 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 Participating Customers pursuant any Equipment Purchase Option approved in any final version of the Financing 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 Participating or Assisting 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 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 herein 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 this 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.

B. Sale Procedures for Sale Facilities

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

Bidder Qualifications

6. 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 this 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

7. 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.

8. 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.

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

Confidentiality

10. The Debtors will not provide access to any information about the Sale Facilities or their business related thereto to any person or entity who has not signed a Confidentiality Agreement.

The Sale Auction

11. 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.

12. 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.

13. 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.

14. 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.

15. 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

16. 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 herein;
- d. The Stalking Horse Purchaser shall automatically be deemed a Qualified Bidder; and
- e. All other procedures set forth herein regarding bidding procedure will be applicable to any such auction and hearing.

Notice

17. Pursuant to Bankruptcy Rules 2002, 6004, 6006 and 9014, the Debtors are authorized to give notice of the Sale Motion, the Sale Facilities Auction, and the Sale Hearing by mailing a copy of the Sale Auction and Sale Hearing Notice in substantially the form of Exhibit A to the Sale Motion by first class mail, to the following (collectively, the “**Notice Parties**”):

- a. All creditors (if any) asserting a security interest, lien, encumbrance or other interest against all or any portion of the Sale Facilities;
- b. The Office of the United States Trustee;
- c. All creditors of the Debtors;
- d. All applicable federal, state and local taxing and environmental authorities;
- e. All parties who have requested notice in these Chapter 11 cases;
- f. All other parties on the General Service List maintained in this case;
- g. All other persons or entities who in the last six months have expressed an interest in writing in acquiring the Sale Facilities, if any; and
- h. all counterparties to any executory contract or Lease to be assigned under the Proposed Purchase Agreement.

18. The Debtors will serve the Sale Auction and Sale Hearing Notice on the Notice Parties within five days or earlier after entry of this Order, by first-class mail, postage prepaid. The Sale Auction and Sale Hearing Notice will provide that any party that has not received a copy of the Sale Motion or the Sale Procedures Order that wishes to obtain a copy of the Sale Motion or the Sale Procedures Order, including all exhibits hereto, may view and download such document by visiting the Debtors’ bankruptcy website www.bmcgroup.com/cep.

19. Within thirty (30) days of the filing of the Sale Motion, Debtors will also serve a proposed cure notice (the “**Cure Notice**”) in substantially the form of Exhibit B to the Sale Motion on all non-debtor counterparties (collectively, the “**Counterparties**” and each, a

“**Counterparty**”) to executory contracts and unexpired leases which may be assumed by the Debtors and assigned to a purchaser of a the Sale Facility under the Proposed Purchase Agreement. The Cure Notice will state the amount of cure with respect to each Counterparty’s contract or lease.

20. If a Counterparty disagrees with the cure amount stated on its respective Cure Notice or contests the assumption of its contract, it must file an objection (a “**Cure Objection**”) with this Court within ten (10) days of service of the Cure Notice. Any objection to a Cure Amount must (i) describe in detail any default related to the executory contract or unexpired lease, and (ii) claim a specific monetary cure amount that differs from the amount (if any) specified by the Debtors in the Cure Notice.

21. If a Counterparty fails to timely object to the Cure Notice, such Counterparty will be deemed to have consented to (i) the Cure Amount and any adequate assurance of future performance proposed to be provided to the Counterparty, (ii) the assumption by the Debtors of its contract or unexpired lease, and (iii) the assignment by the Debtors of its contract or unexpired lease to the Successful Bidder, as applicable.

22. Cure Objections will be resolved by the Court at the Sale Hearing.

23. The assignee of any such contracts or unexpired leases will be relieved of any liability to the Counterparty to such contract or unexpired lease that accrued or arose before the closing date of the transaction and the Debtors will be relieved of all liability accruing or arising thereafter pursuant to 11 U.S.C. § 365(k).

24. The Successful Bidder will have until the earlier of (i) December 19, 2006 or the date of the closing on its Proposed Purchase Agreement to indicate those contracts (the “**Assumed Contracts**”) of which it will accept assignment. All contracts not so designated by the Successful Bidder(s) will not be deemed assumed by the Debtors.

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.

IT IS SO ORDERED

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Respectfully submitted by:

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