

FILED

06 OCT 27 PM 5:19

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
AKRON

IT IS SO ORDERED.

Marilyn Shea-Stonum
MARILYN SHEA-STONUM
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

----- X
In re: :
 : Case No. 06-51848
CEP HOLDINGS, LLC, et al.,¹ : (Jointly Administered)
 :
Debtors. : Chapter 11
 :
 : Honorable Marilyn Shea-Stonum
----- X

**FINAL ORDER AUTHORIZING DEBTORS TO: (A) USE CASH COLLATERAL;
(B) INCUR POSTPETITION DEBT; (C) GRANT ADEQUATE
PROTECTION AND PROVIDE SECURITY AND OTHER RELIEF TO
WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL);
AND (D) GRANT CERTAIN RELATED RELIEF**

This matter came before this Court on the motion (the "Motion") of CEP Holdings, LLC ("Holdings"), Creative Engineered Polymer Products, LLC ("CEP") and Thermoplastics Acquisition, LLC ("Thermoplastics," and together with Holdings and CEP, "Debtors") requesting that this Court enter an order authorizing Debtors to: (a) use certain Cash

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

Collateral; (b) incur Postpetition Debt; (c) grant adequate protection and provide security and other relief to Wachovia Capital Finance Corporation (Central) ("Lender"); and (d) grant certain related relief. Unless otherwise indicated, all capitalized terms used as defined terms herein have the meanings ascribed thereto in Exhibit A attached hereto and by this reference are made a part hereof.

Having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion and having completed a hearing pursuant to Code §§ 362, 363 and 364 and Fed. R. Bankr. P. 4001(b) and (c), and objections, if any, having been withdrawn or resolved or overruled by the Court, THE MOTION IS GRANTED AS MODIFIED BY THIS ORDER, AND THE COURT HEREBY FINDS THAT:

A. On the Petition Date, Debtors filed voluntary petitions for relief under chapter 11 of the Code. Debtors have retained possession of their property and continue to operate their business as debtors in possession pursuant to Code §§ 1107 and 1108.

B. The Court has jurisdiction over the Case and this proceeding pursuant to 28 U.S.C. § 1334. Determination of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue over this Motion is proper under 28 U.S.C. § 1409(a).

C. The Committee was appointed by the United States Trustee on September 28, 2006.

D. The notice provided by Debtors of the Motion, the hearing on the Motion and the entry of this Order satisfy the requirements of Fed. R. Bankr. P. 2002, 4001(b) and (c) and 9014 and Code §§ 102(1), 362, 363 and 364(c) and was otherwise sufficient and appropriate under the circumstances.

E. Debtors manufacture automotive component parts for sale to, among others, General Motors ("GM"), Delphi Automotive Systems, LLC ("Delphi") and Visteon Corporation

("Visteon," and collectively with GM and Delphi, the "Participating Customers"). Pursuant to purchase orders, supply contracts and/or releases issued by the Participating Customers to Debtors (as amended from time to time, collectively, the "Purchase Orders"), Debtors are obligated to manufacture component parts ("Component Parts"), which are either used in the manufacture of motor vehicles, or incorporated into components sold to motor vehicle manufacturers or other suppliers to the automotive industry.

F. Composite Parts Mexico S.A. de C.V. ("CEP Mexico"), a wholly-owned subsidiary of CEP with operating facilities in Hermosillo and Chihuahua, Mexico, also manufactures Component Parts for Delphi and Visteon, among others. Together with Debtors' US operations, the Participating Customers represented approximately 50% of the Debtors' and CEP Mexico's total annual sales as of the Petition Date.

G. Debtors have requested authority to market and offer the Sale Facility for sale as a going concern operation, while simultaneously winding down Debtors' operations at the Closing Facilities, and orderly liquidating substantially all Debtors' assets at the Closing Facilities after such time as Closing Facilities become Liquidating Facilities. With respect to the Sale Facility, Debtors require continued financial support, proposed to be provided by Lender in reliance upon the terms of this Order and the Postpetition Agreement and the accommodations provided by the Participating Customers as detailed in the Customer Agreement. In connection with such ongoing funding of the Sale Facility, the Sale Customer is willing to purchase Postpetition Participations from Lender in the Postpetition Debt pursuant to the terms set forth in this Order, the Customer Agreement and the Participating Customer Participation Agreement (as amended), which shall provide Debtor with certain amounts of additional necessary postpetition loans in excess of what would otherwise be available under Lender's normal lending formulas – namely, the Overadvance Sublimit. Debtors' repayment of the Overadvance Sublimit is subject to terms

of the Paragraph 4(b)(5) below. With respect to the Closing Facilities, until such facilities become Liquidating Facilities, the Participating Customers and Assisting Customers are willing to provide Debtors with Cash Infusions necessary to orderly wind down production at the Closing Facilities and enable the Participating Customers and Assisting Customers to resource such production of Component Parts to other suppliers. The Cash Infusions shall constitute purchase price adjustments for the Component Parts and not loans or extensions of credit under Code § 364 or otherwise. From and after such time that a Closing Facility becomes a Liquidating Facility, going-forward expenses associated with such facility shall be paid solely from advances of Postpetition Debt, subject to the terms of the Order, to the extent that such expenses were not previously budgeted to be paid from Cash Infusions and were accrued, but not yet due, at the time the Closing Facility became a Liquidating Facility (e.g., in the event that accrued expenses to be paid with Cash Infusions do not become payable until after a facility becomes a Liquidating Facility).

H. Debtors have agreed to engage in parallel efforts to sell or liquidate the CEP Mexico facilities, and those Assisting and Participating Customers with production in either of those facilities will support the cash needs of CEP Mexico in connection with the sale or liquidation of its facilities through Cash Infusions in the same manner as set forth in this Order and the Customer Agreement, provided, that, if certain conditions are met as provided in Paragraph 16(c) of this Order, Debtors, Lender, the Committee and Participating Customers have agreed that such Cash Infusions allocated to a CEP Mexico facility shall be recharacterized as Direct CEP Mexico Loans to CEP Mexico.

I. Debtors have stipulated and represented to the Court that: (1) the Prepetition Documents evidence and govern the Prepetition Debt, the Prepetition Liens and the prepetition financing relationship between Debtors and Lender; (2) as of the Petition Date, Debtors are liable

for payment of the Prepetition Debt, and the Prepetition Debt shall be an allowed claim in an amount not less than \$29,330,000 in the aggregate (consisting of \$24,650,000 under the CEP Loan Agreement, including \$2,900,000 in customer subordinated participations pursuant to the Participating Customer Participation Agreements, \$4,250,000 under the Thermoplastics Loan Agreement, and \$430,000 of early termination fees also due under the Loan Agreements); (3) the Prepetition Debt constitutes the legal, valid and binding obligation of Debtors, enforceable in accordance with the terms of the Prepetition Documents; (4) no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to avoidance or subordination pursuant to the Code or applicable nonbankruptcy law; (5) the Prepetition Liens, among other things, secure payment of all of the Prepetition Debt, other than \$600,000 of Prepetition Debt (consisting of subordinated participations purchased prepetition by Delphi and Visteon) that shall be allowed as a prepetition unsecured claim of Lender pursuant to this Order; and (6) the Prepetition Liens are First Priority Liens, subject to Permitted Liens.

J. Debtors represent, and the Court finds that, upon the entry of this Order, Lender's interests in the Prepetition Collateral will be adequately protected. Debtors, Lender, the Participating Customers, and the Committee have stipulated and agreed that, for purposes of Code §§ 506(b), 506(c), and 507(b) and Fed. R. Bankr. P. 3012, the liquidation value of the Prepetition Collateral as of the Petition Date was not less than the amount of Prepetition Debt as of such date, and the liquidation value of the Prepetition Collateral as of the date hereof exceeds the amount of Aggregate Debt as of the date hereof plus the presently anticipated amount of Allowable 506(b) Amounts of Lender.

K. Debtors require financing and credit under Code § 364 from Lender to fund day-to-day operations and working capital requirements necessary to maintain production for its customers while they engage in an orderly sale or liquidation process with respect to their

respective facilities and assets. Debtors' continuing operations on the terms described in this Order are integral to (i) the successful sale or other disposition of Debtors' facilities and assets, (ii) the maximization of the value of the Debtors' estates for the benefit of their creditors and (iii) the successful administration of this case pursuant to the provisions of Chapter 11 of the Code. Debtors believe that the inability to fund these activities in a timely manner will force Debtors to cease operating immediately, resulting in severe diminution in the value ultimately received for their assets and an increase in the claims that may be asserted against Debtors, to the prejudice and detriment of Debtors' creditors, customers and employees.

L. Despite good faith efforts, Debtors are unable to obtain unsecured credit allowable under Code § 503(b)(1) sufficient to finance the operations of Debtors' business. Debtors also are unable to obtain credit allowable under Code §§ 364(c)(1), (c)(2) or (c)(3) on terms more favorable than those offered by Lender. Therefore, Debtors have requested that Lender provide the postpetition financing set forth in this Order and that the Participating Customers facilitate such financing by providing certain financial accommodations as set forth in the Customer Agreement.

M. The terms of the Postpetition Debt are fair and reasonable, have been negotiated in good faith and at arms' length, reflect Debtors' exercise of prudent business judgment consistent with its fiduciary duties, are supported by reasonably equivalent value and fair consideration, are the best available to Debtors under the present market conditions and financial circumstances of Debtors and are in the best interests of the Debtors' creditors and estates. The Postpetition Debt is being extended in good faith, as that term is used in Code § 364(e).

N. On September 26, 2006, this Court entered the Emergency Order, the Debtors and Lender executed the Postpetition Agreement, and Lender and the Participating Customers executed the Second Amendment to the Participating Customer Participation Agreement.

O. Under the circumstances of the Case, the terms and conditions of this Order are a fair and reasonable response to Debtors' request for Lender's consent to the use of Cash Collateral and for Debtors' incurrence of Postpetition Debt, and the entry of this Order is in the best interests of Debtors' estates and their creditors.

WHEREFORE, IT IS HEREBY ORDERED THAT THE MOTION IS GRANTED, AND THAT:

1. Authorization to Use Cash Collateral. Debtors are authorized to use Cash Collateral solely in accordance with and pursuant to the terms and provisions of this Order. Debtors may not use or seek to use Cash Collateral other than pursuant to the terms of this Order.

2. Procedure for Use of Cash Collateral.

(a) Delivery of Cash Collateral to Lender. Debtors are authorized and directed to deposit all Cash Collateral now or hereafter in their possession or under their control into the existing Blocked Accounts (or to otherwise deliver all such Cash Collateral to Lender in a manner satisfactory to Lender) promptly upon receipt thereof. Lender shall thereafter apply such Cash Collateral in accordance with Paragraph 8(e) of this Order.

(b) Account Debtors. Without further order of court, Lender may direct Debtors to, or Lender may directly, instruct all account debtors of existing and future accounts receivable included in the Aggregate Collateral to make payments directly into such Blocked Accounts or such other accounts satisfactory to Lender, in which event all such proceeds shall be treated in accordance with the provisions of this Order.

(c) Cash Collateral in Lender's Possession. Lender is authorized to collect upon, convert to cash and enforce checks, drafts, instruments and other forms of payment now or hereafter coming into its possession or under its control which constitute Aggregate Collateral or proceeds of Aggregate Collateral.

3. Authorization To Incur Postpetition Debt.

(a) Postpetition Documents. Debtors are hereby authorized and directed to: (1) execute the First Amendment to Postpetition Agreement; (2) execute the Customer Agreement; (3) perform their obligations under and comply with all of the terms and provisions of the Postpetition Documents and this Order; and (4) execute any documents that Lender finds necessary to implement the transactions contemplated by the Postpetition Documents, and to make immaterial modifications thereto as the parties deem necessary, without further order of this Court. The Postpetition Agreement and other Postpetition Documents shall constitute valid and binding obligations of Debtors and Guarantors, enforceable in accordance with their terms, including, without limitation, the Debtors' joint and several liability with respect to the Aggregate Debt. Debtors shall be jointly and severally liable for all Postpetition Debt pursuant and subject to the terms of the Prepetition Guarantees, which are hereby deemed amended to provide for the same.

(b) Permitted Uses of Postpetition Debt. Debtors are hereby authorized to incur Postpetition Debt: (1) solely in accordance with and pursuant to the terms of this Order and the Postpetition Documents; and (2) solely to the extent required to pay those expenses enumerated in the Budget as and when such expenses become due and payable. Notwithstanding anything to the contrary in this Paragraph 3(b), however: (a) Debtors are hereby authorized and directed to incur the Postpetition Debt to pay Allowable 506(b) Amounts, the Postpetition Charges and the Carveout when due and payable, as to each Carveout Professional in such amounts as are incorporated in the Budget and, solely with respect to the Carveout, subject to the terms of Paragraph 6 of this Order; and (b) if Lender advances monies to Debtors, and Debtors use such monies other than in accordance with the terms and provisions of this

Order or the Postpetition Documents, such advances shall be considered Postpetition Debt for purposes of this Order.

4. Certain Terms of Postpetition Debt.

(a) Conditions to Postpetition Advances. At Lender's election, no Postpetition Debt shall be incurred hereunder until: (A) the Customer Agreement has been executed and delivered by Debtors, Participating Customers and Lender, and it has become effective; (B) the Prepetition Guarantors have ratified the Prepetition Guarantees on terms satisfactory to Lender in its sole discretion; (C) Debtors have executed and delivered the First Amendment to Postpetition Agreement; and (D) the Participating Customers have executed and delivered to Lender the Third Amendment to Participating Customer Participation Agreement.

(b) Overadvance Sublimit. Subject to the terms of the Postpetition Agreement, Lender shall make "Revolving Loans" (as defined in the Postpetition Agreement) in respect of the Overadvance Sublimit only on the following terms:

(1) Unless Lender, the Sale Customer, Debtors and the Committee agree in writing to a greater amount, the Overadvance Sublimit shall not exceed \$1,500,000 in the aggregate;

(2) The Overadvance Sublimit (i) shall not be applied by Lender to any of the Aggregate Debt or other charges owing to Lender hereunder, (ii) shall be provided by Lender to Debtors unless the Termination Date has occurred, (iii) shall be used by Debtors according to the Budget, unless otherwise agreed to by the Debtors, Lender and the Participating Customers, and (iv) shall be deemed advanced by Lender to Debtors from previously made Cash Infusions by the Sale Customer.

(3) Unless otherwise agreed to in writing by the Participating Customers, the Participating Customers shall have no obligation to purchase Postpetition Participations after the occurrence of an Event of Default; and

(4) The Overadvance Sublimit shall be used to pay, to the extent Debtors can not fully pay, the Sale Customer's "Initial Allocable Percentage" and "Amended Allocable Percentage" (as defined in the Customer Agreement), as the case may be, of the charges set forth in Paragraph 3(e) of the Customer Agreement for the Sale Facility only. For the Sale Facility, the Sale Customer shall be subject to the no-resource pledge provided in the Customer Agreement.

(5) The amount of the Overadvance Sublimit, and Debtors' repayment obligations in respect of the same, shall be \$0.00, unless a written offer is received by Debtors, on or before December 19, 2006, for the purchase of the Sale Facility for an aggregate cash purchase price exceeding (a) 90% of the orderly liquidation value of the machinery and equipment at such facility as listed in the Accuval Appraisal, plus (b) 100% of the invoice price of finished goods, 80% of the invoice price for work in process prorated on a percentage of completion basis and 100% of Debtors' cost for raw materials used or intended to be used by Debtors in their supply of component parts to Visteon, plus (c) the total outstanding amount of the Overadvance Sublimit, plus (d) \$500,000.

(c) Maximum Amount. The maximum principal amount of the Aggregate Debt shall be \$30,880,000, exclusive of Postpetition Charges and Allowable 506(b) Amounts.

(d) Interest. The Postpetition Debt shall bear interest at a per annum rate equal to the non-default Interest Rate (as defined in the Loan Agreements).

(e) Postpetition Charges. Postpetition Charges shall include a closing fee of \$190,000, of which (i) \$80,000 was fully earned by Lender and added to the outstanding amount of Postpetition Debt upon the execution of the Postpetition Agreement (and, therefore, no additional amount is payable to Lender in respect of such \$80,000), and (ii) \$110,000 shall be earned by and payable to Lender solely at such time and in the event that substantially all assets of Debtors located in the United States as of the date of this Order have been sold and the proceeds thereof paid to Lender are insufficient to repay Lender's interests in the Aggregate Debt.

(f) Maturity. The Postpetition Debt shall mature and be due and payable in full by Debtors on the Termination Date.

(g) Prepetition Guarantors. Each Prepetition Guarantor shall ratify the applicable Prepetition Guarantee and any related security documents as required by Lender. Each Prepetition Guarantor shall be and shall remain liable for the guaranteed obligations under

each such Prepetition Guarantee, including, without limitation, all Prepetition Debt. Each Prepetition Guarantor shall waive any defenses and counterclaims relating to such Prepetition Guarantee and related security documents. With respect to each Prepetition Guarantee, Lender shall have the right to apply any and all proceeds received from such Prepetition Guarantor to reduce the Aggregate Debt in such manner as set forth in Paragraph 8(e) of this Order. No marshaling shall be required.

(h) Postpetition Guarantors. The obligations guaranteed by Debtors pursuant to the Prepetition Guarantees shall also include all Postpetition Debt.

(i) Reserves. As provided by the Postpetition Documents, Lender, in its discretion, shall have the right to establish reserves in respect of the borrowing base under the Postpetition Documents, including such reserves which may be established under Sections 2.1(b) of the Loan Agreements and reserves for the Carveout, in addition to the special reserves described in Sections 2.1(d) of the Loan Agreements as amended by the Postpetition Agreement.

(j) Covenants. Debtors and Guarantors shall comply with the Sale Covenants and Performance Covenants.

(k) Use Restriction. The Postpetition Debt shall not be used to fund expenses of CEP Mexico and CEP Latin America, LLC.

5. Superpriority Administrative Expense Status; Postpetition Liens. The Postpetition Debt is hereby granted superpriority administrative expense status under Code § 364(c)(1), with priority over all costs and expenses of administration of the Case that are incurred under any provision of the Code, provided, that, in no event shall Lender be entitled to assert such Code § 364(c)(1) claim against any assets of Debtors or proceeds thereof that are not of a class or category of assets that are described in the definition of "Collateral" in the Loan Agreements (without regard to whether such assets are prepetition or postpetition property of

Debtors). In addition, Lender is hereby granted the Postpetition Liens to secure the Postpetition Debt. The Postpetition Liens: (1) are and shall be in addition to the Prepetition Liens; (2) pursuant to Code §§ 364(c)(2), (c)(3) and 364(d), are and shall be First Priority Liens (subject only to Permitted Liens) without any further action by Debtors or Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; (3) shall not be subject to any security interest or lien which is avoided and preserved under Code § 551; and (4) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Case; provided, however, that nothing herein shall be read to give Lender any Postpetition Liens in any claim or cause of action of Debtors arising under chapter 5 of the Code. Notwithstanding the foregoing, Debtors are authorized and directed to execute and deliver to Lender such financing statements, mortgages, instruments and other documents as Lender may deem necessary or desirable from time to time. Any such financial statements, mortgages, instruments, or other documents filed by Lender shall be deemed to have been filed as of the Petition Date.

6. Carveout Terms.

(a) As used herein, the term "Carveout" shall mean (i) the unpaid fees of the clerk of the Bankruptcy Court and of the United States Trustee pursuant to 28 U.S.C. § 1930(a) and 1930(b) (the "Statutory Fees") and (ii) the professional fees and disbursements of the Carveout Professionals allowed in accordance with the interim compensation procedure (the "Interim Compensation Procedure") established in this Case, and any other compensation orders, including any final order, entered by the Court in this Case (the "Professional Fees and Disbursements") solely on the terms set forth herein.

(b) With respect to each Carveout Professional:

(1) the Carveout for such Carveout Professional shall consist of the lesser of (x) the aggregate monthly line item amounts as provided in the Budget for such Carveout Professional for the period commencing on the Petition Date and ending on the Termination Date, plus \$75,000 for fees and expenses of Debtors' counsel and \$75,000 for fees and expenses of Debtors' financial advisor first accruing after the Termination Date, plus the unused portion of the Carveout in the Budget for fees and expenses of the Committee's counsel and financial advisor, which remaining amount is to be applied towards allowed fees and expenses of the Committee's counsel and financial advisor first accruing after the Termination Date, or (y) the aggregate amount of allowed Professional Fees and Disbursements of such Carveout Professional that accrue during the period commencing on the Petition Date and ending on the Termination Date, plus \$75,000 for fees and expenses of Debtors' counsel and \$75,000 for fees and expenses of Debtors' financial advisor first accruing after the Termination Date, plus the unused portion of the Carveout in the Budget for fees and expenses of the Committee's counsel and financial advisor, which remaining amount is to be applied towards allowed fees and expenses of the Committee's counsel and financial advisor first accruing after the Termination Date;

(2) for each Carveout Professional, the aggregate amount budgeted to such Carveout Professional in the Budget shall be a cap on the Postpetition Debt proceeds, Cash Infusions or Cash Collateral used to pay such Carveout Professional's Professional Fees and Disbursements; provided, however, that the monthly budgeted amounts shall not be a cap on the amount of Postpetition Debt proceeds, Cash Infusions or Cash Collateral used to pay Professional Fees and Disbursements; in other words, although the amount a Carveout Professional may work will vary from month to month, the only cap on the amount of Postpetition Debt proceeds, Cash Infusions or Cash Collateral used to pay Professional Fees and Expenses is the aggregate amount budgeted per Carveout Professional in the Budget;

(3) the Carveout, as it pertains to such Carveout Professional, shall be reduced on a dollar-for-dollar basis by any Postpetition Debt advanced, or Cash Collateral remitted, by Lender, and any amount of Cash Infusions paid to a Carveout Professional on account of Professional Fees and Disbursements of such Carveout Professional, or by any payments made by Debtors or retainers applied by a Carveout Professional after the Petition Date on account of Professional Fees and Disbursements of such Carveout Professional;

(4) Debtors' counsel and financial advisor shall each retain their respective prepetition retainers in the amount of \$75,000, (the "Postpetition Retainers") which shall be retained and used by such professionals toward the payment of fees and expenses of the respective professionals accruing prior to the Termination Date. Debtors' counsel and financial advisor shall each apply those amounts of the prepetition retainer over and above the Postpetition Retainer's as follows: the first \$25,000, if any, over \$75,000 shall be applied in the first month of this Case, and the second \$25,000, if any, over \$100,000 shall be applied in the second month of this Case. Such payments, if any, from the retainers may be used to pay holdbacks.

(5) Committee's counsel and financial advisor shall retain their respective remaining prepetition retainers in the amount of approximately \$18,000 for the

Committee's counsel and approximately \$50,000 for the Committee's financial advisor to be used by such professionals toward payment of fees and expenses of such professionals first accruing after the Termination Date;

(6) all property of the estates other than property subject to an unavoidable lien in favor of Lender, if any, in the possession of such Carveout Professional shall be used to pay any fees or expenses of such Carveout Professional before payments of such fees or expenses are made from proceeds of the Postpetition Debt or the Aggregate Collateral;

(7) Lender shall establish reserves against Debtors' borrowing availability for the unpaid Carveout of each Carveout Professional, including any amount of the Carveout subject to a mandatory holdback pursuant to the Interim Compensation Procedures, but only to the extent payable from proceeds of Postpetition Debt or the Aggregate Collateral;

(8) Lender further agrees to maintain a reserve against Debtors' borrowing availability for any unpaid Statutory Fees, but only to the extent payable from proceeds of Postpetition Debt or the Aggregate Collateral;

(9) to the extent that such amounts are otherwise payable pursuant to this Order, Lender agrees that it shall have an absolute obligation to pay all the Statutory Fees, and budgeted Professional Fees and Disbursements payable under the Interim Compensation Procedures, whether or not availability exists under the Postpetition Documents and without any other conduct or action taken or not taken by the Debtors;

(10) upon the Termination Date, Lender shall have no further obligation to fund any Professional Fees and Disbursements of any Carveout Professional that accrued on, before or after the Termination Date; and

(11) if the Termination Date has not occurred by December 19, 2005, those Participating Customers who continue to receive Component Parts from any of the Debtors' facilities agree in good faith to negotiate a Carveout budget to extend from December 19, 2006, provided that any such additional Carveout amount shall be in proportion to the number of facilities still producing Component Parts.

(c) The Carveout shall not include, and no Postpetition Debt or Aggregate Collateral may be used to pay, any Professional Fees and Disbursements incurred by any entity, including Debtors, any Committee or the Carveout Professionals, in connection with claims, actions or services adverse to Lender or the Participating Customers, or their respective interests in the Aggregate Collateral, including, without limitation:

(1) preventing, hindering or delaying Lender's or Participating Customers' enforcement or realization upon any of the Aggregate Collateral once an

Event of Default has occurred, provided, however, the Debtors shall have the ability to contest in good faith the declaration of an Event of Default where cause exists and, if successful, Debtors' legal fees and expenses incurred in connection with such contest shall be Professional Fees and Disbursements covered by the Carveout for Debtors' counsel, subject to the other terms of the Carveout herein;

(2) using or seeking to use Cash Collateral or selling any other Aggregate Collateral without Lender's consent;

(3) incurring indebtedness without Lender's consent; or

(4) objecting to or contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of the Aggregate Debt or any mortgages, liens or security interests with respect thereto or any other rights or interests of Lender or the Participating Customers, or in asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Code, against Lender or the Participating Customers; provided, however, notwithstanding anything to the contrary in this Order or the Budget, the Committee shall be deemed to have up to a \$50,000 (in addition to any other Carveout for the Committee), in the aggregate, Carveout for counsel for any Committee to object, in good faith, to any proposed sales by Debtors of their respective machinery and equipment to which Lender consents.

(d) Each Carveout Professional shall submit to Debtors, Lender, the Participating Customers and their respective counsel, copies of their invoices for Professional Fees and Disbursements as set forth in the Interim Compensation Order. The Participating Customers shall make Cash Infusions, and consent to BBK, Ltd. ("BBK") paying with Cash Infusions, all of the allowed, budgeted Professional Fees and Disbursements arising during the period commencing on the Petition Date and ending on the Termination Date, as such amounts become payable under the Interim Compensation Order. Nothing herein shall be construed as consent by Lender or the Participating Customers to the allowance of any Professional Fees and Disbursements of the Carveout Professionals or shall affect the right of Lender or the Participating Customers to object to the allowance and payment of such fees, costs or expenses, or the right of Lender or the Participating Customers to the return of any portion of the Carveout that is funded with respect to Professional Fees and Disbursements approved on an interim basis that are later denied on a final basis. Nothing contained herein shall be construed as obligating

the Participating Customers to fund any amount for allowed Professional Fees and Disbursements in excess of the aggregate amount provided for such in the Budget.

(e) The \$75,000 portion of the Carveout for Debtors' counsel for Professional Fees and Disbursements of Debtors' counsel first accruing after the Termination Date, and the \$75,000 portion of the Carveout for Debtors' financial advisor for Professional Fees and Disbursements of Debtors' financial advisor first accruing after the Termination Date shall be funded from the Aggregate Collateral by Lender when and to the extent that any such Professional Fees and Disbursements are payable under the Interim Compensation Order, subject to approval on a final basis.

(f) For the avoidance of doubt, (1) the maximum aggregate amount of the Carveout for a Carveout Professional shall not exceed the aggregate amount budgeted for such Carveout Professional in the Budget from time to time (provided that the Carveout for Debtors' counsel and financial advisor shall also be deemed to include \$75,000 for Debtors' counsel and \$75,000 for Debtors' financial advisor for Professional Fees and Disbursements first arising after the Termination Date), (2) no Carveout Professional shall be entitled to any portion of the Carveout allocated for any other Carveout Professional in the Budget, and (3) no amount of Professional Fees and Disbursements of any party shall be due from or otherwise payable by Lender or from the Aggregate Collateral to the extent such amounts arise or accrue on or prior to the Termination Date.

7. Termination of Right To Use Cash Collateral and To Incur Postpetition Debt.

(a) Termination Date. Unless extended by the Court upon the written agreement of Lender, this Order and Debtors' authorization to use Cash Collateral and incur

Postpetition Debt pursuant to this Order will automatically terminate on the Termination Date without further notice or order of Court.

(b) Rights Upon Termination. Upon the Termination Date, unless the Court orders otherwise, at Lender's election: (1) the Aggregate Debt shall be immediately due and payable; (2) Lender shall be entitled to apply or set off any cash in Lender's possession or control to the Aggregate Debt in accordance with Paragraph 8(e) of this Order, until such Aggregate Debt is indefeasibly and finally paid in full; and (3) Debtors shall be prohibited from using any Aggregate Collateral for any purpose other than application to the Aggregate Debt in accordance with Paragraph 8(e) of this Order, until such Aggregate Debt is indefeasibly and finally paid in full. On the fifth business day after the Termination Date: (1) at Lender's election, without further order of the Court, Lender shall have automatic and immediate relief from the automatic stay with respect to the Aggregate Collateral (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to exercise all rights and remedies available to it under the Prepetition Documents and the Postpetition Documents and applicable nonbankruptcy law with respect to the Aggregate Collateral; and (2) Debtors shall be authorized and directed to surrender the Aggregate Collateral and to otherwise cooperate to assist Lender in the exercise of the rights and remedies available to Lender under the Prepetition Documents, Postpetition Documents and applicable nonbankruptcy law with respect to the Aggregate Collateral (provided, however, that during the four (4) business day period following the Termination Date, Debtors shall have the right to seek an order of this Court determining that the Termination Date has not occurred, but further provided, however, that during such four (4) business day period, Debtors may not use Cash Collateral unless such use is agreed to in writing by Lender, and Lender shall have no obligation to advance Postpetition Debt to Debtors). Notwithstanding the foregoing, Lender shall not have relief from the automatic stay on account

of the occurrence of the Termination Date due to an Event of Default under subsection (m) of Definition 22 of this Order until (i) December 15, 2006 in respect of Debtors' assets at the Sale Facility, (ii) January 15, 2007 in respect of Debtors' assets at the Middlefield, Ohio facility, and (iii) November 15, 2006 in respect of Debtors' assets at the Belleville, Ohio facility, unless the Participating Customers at such facilities otherwise consent to stay relief being effective on earlier dates.

(c) Participating Customers' Rights in Customer Tooling. In addition to the rights set forth in the Customer Agreement, at a Participating Customer's election, without further order of the Court, each Participating Customer shall have automatic and immediate relief from the automatic stay with respect to its Customer Tooling (as defined in the Customer Agreement) (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to immediately access a Debtor facility for the purpose of removing its respective Customer Tooling and to exercise all other rights and remedies available to it under the Customer Agreement and applicable nonbankruptcy law with respect to such Customer Tooling.

8. Adequate Protection of Interests of Lender in the Prepetition Collateral and the Prepetition Liens/Consideration for Postpetition Debt. As adequate protection of the interests of Lender in the Prepetition Collateral and in consideration of the Postpetition Debt:

(a) Sublimit Reductions. On the terms set forth in the Postpetition Documents, Debtors' borrowing availability shall not be reduced on account of the "Equipment Sublimit Reduction" and "Real Estate Sublimit Reduction" (as such terms are defined in the Loan Agreements) from and after such date that (a) substantially all of Debtors' "Equipment" and "Real Estate" (as defined in the Loan Agreements) located in the United States as of the Petition

Date have been sold or otherwise disposed on terms acceptable to Lender and (b) the proceeds thereof have been applied in accordance with terms of Paragraph 8(d) of this Order.

(b) Priority of Prepetition Liens/Allowance of Lender's Prepetition Claim. Upon entry of this Order, subject only to the terms of Paragraph 12(a) below: (1) the Prepetition Liens shall constitute First Priority Liens, subject only to the Postpetition Liens and the Permitted Liens; (2) the Prepetition Debt constitutes the legal, valid and binding obligation of Debtors, enforceable in accordance with the terms of the Prepetition Documents; (3) no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to avoidance or subordination pursuant to the Code or applicable nonbankruptcy law; (4) Lender's claim with respect to the Prepetition Debt as of the Petition Date shall for all purposes constitute an allowed secured claim within the meaning of Code § 506 in an amount not less than \$29,330,000 in the aggregate; and (5) Debtors, their respective estates, CEP Mexico and the Committee, hereby release, discharge, and acquit Lender, each of the Participating Customers and their respective officers, directors, principals, attorneys, predecessors in interest, and successors and assigns of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every type, which occurred on or prior to the date of the entry of this Order (including, without limitation, any and all derivative or direct claims or causes of action against Lender in respect of the extent, validity or priority of the Prepetition Documents, Prepetition Debt or Prepetition Liens, any state and federal fraudulent conveyance, fraudulent transfer, preference, deepening insolvency and other similar causes of action, and any causes of action of these estates arising under any section of Chapter 5 of the Code); provided, however:

(1) nothing in this Order (including, without limitation, the terms of this Paragraph 8(b)) or any of the Postpetition Documents shall be deemed to waive, release or otherwise reduce in any way any and all existing or hereafter arising accounts

receivable or any other rights of payment due from the Participating Customers under the Emergency Order, this Order, the Access and Security Agreement, the Customer Agreement or on account of any goods sold to the Participating Customers;

(2) nothing in this Order (including, without limitation, the terms of this Paragraph 8(b)) or any of the Postpetition Documents shall be deemed to waive release any claims or causes of action of Debtors, their estates or the Committee on account of any acts or omissions of Lender transpiring from and after the date of this Order; and

(3) nothing in this Order (including, without limitation, the terms of this Paragraph 8(b)) or any of the Postpetition Documents shall be deemed to modify or affect the terms of Paragraph 16 below with respect to Debtors', Lender's, the Committee's and other parties' rights in respect of assets located in Mexico owned by Debtors or CEP Mexico.

(c) Replacement Liens. Lender is hereby granted the Replacement Liens as security for payment of the Prepetition Debt. The Replacement Liens: (1) are and shall be in addition to the Prepetition Liens; (2) are and shall be First Priority Liens, subject to Postpetition Liens and Permitted Liens, that are properly perfected, valid and enforceable without any further action by Debtors or Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; (3) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Case; and (4) shall only attach to Postpetition Collateral to the extent consisting of assets of Debtors that are of a class or category of assets that is described in the definition of "Collateral" in the Loan Agreements (without regard to whether such assets are prepetition or postpetition property of Debtors). Notwithstanding the foregoing, Debtors are authorized and directed to execute and deliver to Lender such financing statements, mortgages, instruments and other documents as Lender may deem necessary or desirable from time to time.

(d) Allowed Code § 507(b) Claim. If and to the extent the adequate protection of the interests of Lender in the Prepetition Collateral granted to Lender pursuant to this Order proves insufficient, Lender shall have an Allowed Claim under Code § 507(b), subject

to the Carveout, in the amount of any such insufficiency, with priority over: (1) all costs and expenses of administration of the Case (other than Lender's claims under Code § 364) that are incurred under any provision of the Code, including Code §§ 503(b), 506(c), 507(a), or 552(b); and (2) the claims of any other party in interest under Code § 507(b); provided, however, Lender shall only be entitled to assert any Code § 507(b) claim against Postpetition Collateral to the extent consisting of assets of Debtors that are of a class or category of assets that is described in the definition of "Collateral" in the Loan Agreements (without regard to whether such assets are prepetition or postpetition property of Debtors).

(e) Application of Cash Collateral. Lender, at its election, is authorized to apply all Cash Collateral now or hereafter coming into Lender's possession or control as follows: (1) first, to payment of Prepetition Debt consisting of Allowable 506(b) Amounts, (2) second, to payment of all other Prepetition Debt; (3) third, to payment of Postpetition Charges; and (4) fourth, to payment of all other Postpetition Debt. All such applications to Prepetition Debt shall be final, subject only to the right of the applicable parties in interest to (a) object solely to such applications to Allowable 506(b) Amounts or Postpetition Charges under and in accordance with Paragraph 11(a) of this Order, and (b) seek a determination in accordance with Paragraph 12(a) below that such applications to Prepetition Debt resulted in payment of any unsecured prepetition claim of Lender. Any amounts disgorged in connection with any such objection or determination shall be first applied to repay all Postpetition Debt. Subject only to the terms of Paragraph 12(a), all applications to Postpetition Debt shall be final and not subject to challenge by any party in interest.

(f) Prohibition Against Use of Cash Collateral. Through the Termination Date, Debtors will not use or seek to use Cash Collateral, unless, in addition to the

satisfaction of all requirements of Code § 363 for the use of such Cash Collateral, Lender has consented to such use.

(g) Prohibition Against Additional Debt. Debtors will not incur or seek to incur debt secured by a lien which is equal to or superior to the Postpetition Liens, or which is given superpriority administrative expense status under Code § 364(c)(1), unless, in addition to the satisfaction of all requirements of Code § 364 for the incurrence of such debt: (1) Lender has consented to such order; (2) at the time of the entry of such an order, there is no Aggregate Debt outstanding, and no obligation of Lender to extend additional Postpetition Debt, or (3) such credit or debt is first used to immediately and indefeasibly finally pay the Aggregate Debt in cash in full.

(h) No Surcharge. Debtors represent that the Budget contains all expenses that are reasonable and necessary for the operation of its business, including all expenses that are reasonable and necessary to preserve the value of the Aggregate Collateral, through the period for which the Budget runs. In reliance on the representation by Debtors that the Budget includes all items that are reasonable and necessary to preserve the value of the Aggregate Collateral and therefore includes all items potentially chargeable to Lender under Code § 506(c), Lender has agreed to the entry of this Order. Debtors agree that the Budget also includes items that are not chargeable to Lender under Code § 506(c). In the exercise of its business judgment, and in consideration of Lender's agreement to allow the Debtors to use Cash Collateral and the proceeds of the Postpetition Debt in accordance with this Order, to pay both the items which are, and which are not, chargeable to Lender under Code § 506(c), Debtors agree that there shall be no surcharge of the Aggregate Collateral for any purpose, unless agreed to by Lender. Therefore, at no time during the Case shall the surcharge provisions of Code § 506(c), the enhancement of collateral provisions of Code § 552, or any other legal or equitable doctrine

(including, without limitation, unjust enrichment) be imposed upon Lender or any of the Aggregate Collateral for the benefit of any party in interest, including, without limitation, Debtors, the Committee, any of the Carveout Professionals.

(i) Right to Credit Bid. Pursuant to Code § 363(k), Lender shall have the right to use the Aggregate Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral.

(j) Plan. Neither Debtors nor the Committee shall propose or support a plan in this Case that shall cramdown any of the Aggregate Debt, without Lender's prior written consent.

(k) Waiver of Right to Return/Consent to Setoff. Without first obtaining Lender's consent, Debtors hereby waive their rights: (1) to return any of the Aggregate Collateral pursuant to Code § 546(h); (2) to consent to any order permitting any claims pursuant to Code § 503(b)(9) that would be of a higher priority than Lender's Aggregate Debt; and (3) to consent to setoff pursuant to Code § 553.

(l) Indemnification. Debtors shall continue to indemnify and hold harmless Lender pursuant to Section 11.5 of the CEP Loan Agreement, Section 11.5 of the Thermoplastics Loan Agreement and as otherwise set forth in and ratified by the Postpetition Agreement. Without limiting the foregoing, Lender shall provide Debtors and the Committee with written notice of all known claims for indemnification pursuant to such sections of the Loan Agreements prior to or at the time that all other Aggregate Debt is paid fully and indefeasibly ("Payoff Date"). Such notice of Lender's indemnification claims must include reasonable detail of the underlying nature of the amounts for which Lender seeks reimbursement. Only the Committee shall have the right to file an objection to any claims for indemnification by Lender on or before thirty (30) days from date Lender issues its notice of indemnification claim. If the

Committee does not timely object to an indemnification claim of Lender, such claims shall be allowed as Postpetition Debt for all purposes. If the Committee timely objects to an indemnification claim of Lender, Debtors, Lender and the Committee agree that this Court may exercise jurisdiction to hear and determine the dispute, and no payment shall be made to Lender in respect of such indemnification claim until this Court orders the same; provided, however, that if the extent of any such indemnification dispute exceeds or is reasonably estimated by Lender to exceed \$25,000, Debtors shall be immediately required to deposit funds in a segregated, interest-bearing account to be established for the sole purpose of satisfying an indemnification claim allowed by this Court in an amount equal to 110% of the amount in (or reasonably estimated by Lender to be in) dispute. For clarity, the foregoing shall not constitute a waiver of Lender's secured claims for indemnification first arising or becoming known to Lender after the Payoff Date.

(m) No Marshaling. Neither Lender nor any of the Aggregate Collateral shall be subject to the doctrine of marshaling.

9. Sale Covenants for Sale Facility. To effectuate the sale process for the Sale Facility, the Debtors agree that they shall:

(a) On or before October 30, 2006, obtain one or more orders of this Court acceptable to Debtors, Lender, the Committee and the Sale Customer that approve (i) sale procedures to govern the disposition of the Sale Facility and (ii) Debtors' retention of an investment banker to assist in the sale of the Sale Facility (collectively, "Sale Facility Sale Procedures Order");

(b) On or before December 1, 2006, obtain one or more orders of this Court acceptable to Debtors, Lender and the Sale Customer that approve a sale of all or substantially all of the assets and/or business of Debtors at the Sale Facility; and

(c) Not later than December 19, 2006, close one or more sales of all or substantially all of Debtors' assets and/or business at the Sale Facility.

10. Sale Covenants for Closing Facilities. To effectuate the sale process for each Closing Facility, the Debtors agree that they shall:

(a) On or before November 7, 2006, obtain one or more orders of this Court acceptable to Debtors, Lender and the Committee that approve (i) sale procedures to govern the disposition of the Closing Facilities and (ii) Debtors' retention of one or more auctioneers or brokers to assist in the sale of the Closing Facilities (collectively, "Closing Facility Sale Procedures Order");

(b) Obtain one or more orders of this Court acceptable to Lender that approve the sale of all or substantially all of the assets and/or business of Debtors at the Closing Facilities in accordance with the procedures and applicable time periods set by the Closing Facility Sale Procedures; and

(c) Close one or more sales of all or substantially all of Debtors' assets and/or business at the Closing Facilities in accordance with the procedures and applicable time periods set by the Closing Facility Sale Procedures Order.

11. Miscellaneous Provisions.

(a) Notice of and Objections to Allowable 506(b) Amounts and Postpetition Charges. Lender shall provide Debtors' counsel, each Participating Customer's counsel, counsel for the Committee, and the United States Trustee with copies of all invoices sent by Lender's counsel (edited to delete any attorney-client or other confidential information) or Lender's other professionals (including, without limitation, any consultants, appraisers and financial advisors retained by Lender) to Lender with respect to the professional fees and related costs and expenses asserted as Allowable 506(b) Amounts or Postpetition Charges that are

incurred from and after the Petition Date. Any such party may object to the reasonableness of any such fees, costs and expenses. However, any such objection shall be forever waived and barred unless, within 30 days of receipt of the invoice to which the objection relates: (1) the objection is filed with the Court and served upon Lender and its counsel; and (2) the objection describes with particularity the items or categories of fees, costs and expenses that are the subject of the objection and provides the specific basis of the objection to each such item or category of fees, costs and expenses (and is not an objection to the retention itself). Any hearing on an objection to the fees, costs and expenses of Lender set forth on any invoice shall be limited to the reasonableness or necessity of the particular items or categories of the fees, costs and expenses which are the subject of such objection. The disallowance of any such fees and expenses shall not affect Lender's right to collect such amounts from any person or entity other than Debtors.

(b) Force and Effect of Prepetition Documents. Except as modified herein or by the Postpetition Agreement, and subject to the other provisions of this Order and the Code, the Prepetition Documents and the terms and provisions thereof shall remain in full force and effect with respect to the Aggregate Debt; provided that the Loan Agreements shall be deemed terminated as of the Petition Date in respect of the Prepetition Debt for purposes of Section 13.1 of the CEP Loan Agreement and Section 13.1 of the Thermoplastics Loan Agreement. To the extent there exists any conflict among the Motion, the Emergency Order, the Prepetition Documents, the Postpetition Agreement and the terms of this Order, this Order shall govern and control.

(c) Modification of Stay. The automatic stay of Code § 362 is hereby modified with respect to Lender to the extent necessary to effectuate the provisions of this Order, including, after the Termination Date, to permit Lender to exercise its rights contemplated by Paragraph 7(b) above.

(d) Financial Information. Debtors are hereby directed to deliver to Lender, the Committee and each Participating Customer, and their respective counsel, such financial and other information concerning the business and affairs of Debtors and any of the Aggregate Collateral as may be required pursuant to the Prepetition Documents, Postpetition Documents and/or as Lender, the Committee or a Participating Customer shall reasonably request from time to time, in addition to providing Lender, the Committee and the Participating Customers, on the second business day of each week through the Termination Date, with a written comparison of Debtors' actual performance compared to the prior week of the Budget. Debtors are also directed to allow Lender, the Committee or the Participating Customers (or their agents) access to the premises at any reasonable time for the purpose of enabling Lender, the Committee or the Participating Customers to inspect and audit the Aggregate Collateral and the Debtor's books and records.

(e) Insurance. Debtors are directed to deliver to Lender and the Committee evidence, satisfactory to Lender, that the Aggregate Collateral is insured for the full replacement value thereof, that all insurance policies required by the Prepetition Documents, Postpetition Documents or obtained in connection with the Aggregate Collateral are maintained in full force and effect, and that Lender is named as loss payee on all such property insurance policies and named as additional insured on all such liability policies as its interests may appear.

(f) No Waiver. This Order shall not constitute a waiver by Lender of any of its rights under the Prepetition Documents, the Code or applicable nonbankruptcy law, including without limitation: (1) its right to later assert upon filing of a motion with the Court that, notwithstanding the terms and provisions of this Order, any of its interests in the Aggregate Collateral lack adequate protection within the meaning of Code §§ 362(d) or 363(e) or any other provision thereof; or (2) its right to later assert a claim under Code § 507(b). Lender's failure, at

any time or times hereafter, to require strict performance by Debtors of any provision of this Order shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. No delay on the part of Lender in the exercise of any right or remedy under this Order, the Prepetition Documents, Postpetition Documents, the Code, or applicable nonbankruptcy law shall preclude any other or further exercise of any right or remedy. Lender shall not be deemed to have suspended or waived any of its rights or remedies under this Order, the Prepetition Documents, Postpetition Documents, the Code, and applicable nonbankruptcy law unless such suspension or waiver is in writing, signed by a duly authorized officer of Lender (as applicable), and directed to Debtors.

(g) "Responsible Person." By accepting the Budget submitted to it by Debtors and by taking any other actions pursuant to this Order, Lender shall not: (1) be deemed to be in control of the operations or liquidation of Debtors; or (2) be deemed to be acting as a "responsible person" with respect to the operation, management or liquidation of Debtors.

12. Binding Effect.

(a) Stipulations and Findings. Effective upon entry of this Order, the stipulations, representations, and findings of this Order (including, without limitation, Paragraphs I and J), and the relief granted by and release contained in Paragraph 8(b) of this Order, shall be binding on Debtors, the Participating Customers, the Assisting Customers, the Committee and all members of the Committee, and all of advisors, agents, professionals, other representatives, successors and assigns of any of the foregoing). The stipulations, representations, and findings in Paragraph I of this Order, and the relief granted by and release contained in Paragraph 8(b) of this Order, shall be binding on all other parties in interest in the Case (and their respective successors and assigns) who do not file an objection to such stipulations, representations and findings, relief and release within thirty (30) days of the date of this Order. Immediately upon

entry of this Order, Debtors shall serve separate notice of the terms of Paragraphs I, 8(b) and 12(a) of this Order to all parties in interest in the form attached hereto as Exhibit E.

(b) Order. Subject to the terms of Paragraph 12(a) above, this Order shall be binding on all parties in interest in the Case and their respective successors and assigns. If a trustee terminates this Order, or if any of the provisions of the Order are hereafter modified, amended, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect, subject to the terms of Paragraph 12(a) above: (1) the stipulations, representations, findings in Paragraphs I and J and the relief granted by and release contained in Paragraph 8(b) of this Order; and (2) the priority, validity, enforceability or effectiveness of any lien, security interests or any other benefit or claim authorized hereby with respect to any Cash Collateral used or Postpetition Debt incurred prior to the effective date of such termination or subsequent order. All such liens, security interests, claims and other benefits shall be governed in all respects by the original provisions of this Order, and Lender and the Participating Customers shall be entitled to all the rights, remedies, privileges and benefits, granted hereto including the liens and priorities granted herein, with respect to the Postpetition Debt. Except as otherwise explicitly set forth in this Order, no third party is intended to be, or shall be deemed to be, a third party beneficiary of this Order.

(c) Survival. The provisions of this Order, and any actions taken pursuant to or in reliance upon the terms hereof during the period of this Order only, shall survive entry of, and govern in the event of any conflict with, any order which may be entered in the Case: (1) confirming any chapter 11 plan; (2) converting the Case to a case under chapter 7; or (3) dismissing the Case. The terms and provisions of this Order, including the rights granted Lender under Code §§ 364(c) and (d), shall continue in full force and effect until all of the

Aggregate Debt and other Obligations are indefeasibly and finally paid in cash in full and discharged.

13. Assumption of the Access and Security Agreement. The Access and Security Agreement (as amended by the Customer Agreement) attached hereto is assumed by the Debtors and enforceable against the Debtors as a postpetition agreement, provided, that, any obligations of Debtors or CEP Mexico to cure any existing defaults under the Access and Security Agreement as of the date of this Order shall not be deemed to constitute administrative expenses (i.e., cure claims) against Debtors' estates, but remain prepetition claims of the Participating Customers.

14. Sale of Designated Equipment and Subject Inventory. The Debtor is authorized to sell the Designated Equipment and Subject Inventory (as defined in the Customer Agreement) to the applicable Participating Customer free and clear of all liens, claims and encumbrances pursuant to Code § 363 on the terms set forth in the Customer Agreement, and such sales shall be determined to be in good faith.

15. Customer Agreement. The terms of the Customer Agreement attached hereto are approved and incorporated herein by reference. The parties thereto are bound by the terms of the Customer Agreement. The Debtors are authorized to bind Assisting Customers to the provisions of the Customer Agreement with respect to the Assisting Customers.

16. Reservation of Rights Regarding Assets in Mexico/ Direct CEP Mexico Loans.

(a) Debtors have asserted that certain assets associated with and/or located in Mexico and relating to the business or operations of CEP Mexico may be owned by one or more of the Debtors. Moreover, Lender asserts a lien or security interest in any such assets owned by Debtors, or, alternatively, a right to payment of all proceeds of assets owned by

or associated with the business or operations of CEP Mexico on account of its security interest in accounts receivable owed by CEP Mexico to Debtors and on account of its security interest in Debtors' ownership interests in CEP Mexico. All of the foregoing allegations regarding the ownership of and rights to payment from assets located in Mexico and related to the business or operations of CEP Mexico remain in dispute and undetermined by the Court as of the entry of this Order. Accordingly, all rights, liens, claims, encumbrances and interests of all parties in interest (including, without limitation, Debtors, CEP Mexico, Lender, the Committee and the Participating Customers) in respect of all assets located in Mexico and related to the business or operations of CEP Mexico (collectively, "Mexico Interests") are hereby expressly reserved.

(b) Without limiting such foregoing reservation of rights, Debtors, CEP Mexico, Lender, CEP Mexico and the Participating Customers hereby agree to, and the Court hereby authorizes (solely to the extent constituting property of Debtors' estates) the following:

(1) For purposes of this Paragraph 16(b), "CEP Mexico Postpetition Working Capital Proceeds" shall mean all proceeds of accounts, inventory and any other assets to the extent received in the ordinary course of CEP Mexico's business and constituting proceeds of assets first arising or acquired after the Petition Date.

(2) Debtors and Lender shall deposit, and Debtors shall cause CEP Mexico to deposit, all proceeds (other than CEP Mexico Working Capital Proceeds) of assets received from and after the Petition Date (including, without limitation accounts, inventory, machinery, equipment and tooling) arising from or related to the business or operations of CEP Mexico into a segregated, interest-bearing escrow account administered by Wachovia Bank, N.A. for the benefit of Debtors' and CEP Mexico's creditors ("CEP Mexico Escrow Account"). All Mexico Interests shall attach to the amounts deposited in the CEP Mexico Escrow Account to the same extent and with the same validity and priority as existed with respect to the underlying assets immediately prior to their sale.

(3) CEP Mexico Postpetition Working Capital Proceeds shall be used by CEP Mexico to fund production of parts for Participating and Assisting Customers and otherwise for general operating purposes.

(4) Debtors and CEP Mexico shall be prohibited from using, or seeking to use, any amounts deposited in the CEP Mexico Escrow Account for any purpose, absent written agreement among Debtors, the Committee and Lender, or further order of this Court.

(c) Debtors, Lender, the Committee and Participating Customers shall be deemed to have agreed that Cash Infusions provided by Participating Customers to CEP Mexico pursuant to the Customer Agreement to fund operations at a facility in Mexico shall be recharacterized as Direct CEP Mexico Loans to the extent that, upon closing of a sale of such facility, the aggregate cash purchase price paid for such facility exceeds (i) 90% of the orderly liquidation value of the machinery and equipment at the facility, as determined by the Maynard's Appraisal, plus (b) 100% of the invoice price of finished goods, 80% of the invoice price for work in process prorated on a percentage of completion basis and 100% of CEP Mexico's cost for raw materials used or intended to be used by CEP Mexico in their supply of component parts to Participating Customers at such facility, provided that such goods are useable and merchantable and are not otherwise purchased by the Participating Customer, plus (c) the total outstanding amount of Direct CEP Mexico Loans allocable to such facility, plus (d) \$500,000.

IT IS SO ORDERED

####

Respectfully submitted by:

/s/ Joseph F. Hutchinson, Jr.
Joseph F. Hutchinson, Jr. (0018210)
Thomas M. Wearsch (0078403)
Eric R. Goodman (0076035)
BAKER & HOSTETLER LLP
3200 National City Center
1900 East 9th Street
Cleveland, Ohio 44114-3485
Phone: 216.621.0200
Fax: 216.696.0740
***Counsel for the Debtors
and Debtors-in-possession***

Consented to by:

/s/ Jeremy M. Downs

Alan P. Solow
Jeremy M. Downs
Shira R. Isenberg
GOLDBERG, KOHN, BELL, BLACK,
ROSENBLUM, & MORITZ, LTD.
55 E. Monroe St., Suite 3700
Chicago, Illinois 60603

*Counsel to Wachovia capital Finance
Corporation (Central)*

/s/ Kristi A. Katsma

Michael C. Hammer
Kristi A. Katsma
DICKINSON WRIGHT
500 Woodward Ave., Suite 4000
Detroit, Michigan 48226

Counsel to Visteon Corporation

/s/ Donald F. Baty, Jr.

Donald F. Baty, Jr.
Aaron M. Silver
HONIGMAN MILLER SCHWARTZ
AND COHN LLP
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226-3583

Counsel to General Motors

/s/ Mark E. Freedlander

Mark E. Freedlander
Sally E. Edison
MCGUIRE WOODS
Dominion Tower
625 Liberty Avenue, 23rd Floor
Pittsburgh, Pennsylvania 15222-3142

*Proposed Counsel to the Official Committee of
Unsecured Creditor*

/s/ Thomas Radom

Thomas B. Radom
BUTZEL LONG
Stoneridge West
41000 Woodward Avenue
Bloomfield Hills, Michigan 48304

Counsel to Delphi Automotive Systems, LLC